



TECHVENTURES  
BANK

# GENERAL TERMS AND CONDITIONS

APPLICABLE TO LEGAL ENTITIES

15.11.2024

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## CHAPTER I – THE CUSTOMER'S RELATIONSHIP WITH THE BANK

### A. Scope

These General Business Conditions (hereinafter referred to as the "GBC"), together with the legislation in force, the regulations of the European Union, the regulations of the National Bank of Romania, domestic and international banking customs and practices, transposed into the internal regulatory framework of the Bank, set out the general legal framework governing the relationship between TECHVENTURES BANK S.A. (hereinafter referred to as the "Bank"), a Romanian legal entity, with registered office in 30-32 Daniel Danielopolu Street, 7th floor, 1st District, Bucharest, Romania, having order no. in the Trade Register J40/3215/10.03.2009, Sole Registration Code RO25263452, LEI Code 529900HO7D9PZWCL4924, registered with the Register of Credit Institutions under no. RB-PJR-40-067, certified by the ASF [*Financial Supervisory Authority*] under no. 13/28.03.2019, and each of its legal entity customers (hereinafter individually referred to as the "Customer").

### B. Legal Nature. Interpretations

1. The legal relationship between the Bank and the Customer is governed by these GTA. The GBC shall be supplemented (where applicable) with documents specific to each type of product or service (contracts, documents, forms, lists of rates and fees provided by the Bank).
2. If any clause of these GBC is incompatible with any other clause in another contract or document signed between the Customer and the Bank, the clause in that contract or document shall prevail, except for any clause in these GBC which clearly states otherwise.
3. At any time during the contractual relationship, the Customer has the right to request and receive, upon request, on hard copy or on any other durable medium, information on the provisions of the GBC, as well as specific information and conditions for the products and services offered by the Bank.
4. The terms used in these GBC have the meaning specified in the section entitled "Definitions".
5. Any reference made to the Bank herein shall be understood as also including any of its branches.
6. Any reference made to the Customer - legal entity herein shall be understood as also including any of its branches with an account opened with the Bank.
7. Anywhere within the GBC and/or within every contract and/or other document, and unless the context requires otherwise, the plural shall include the singular and vice versa, as applicable.
8. A reference to any contract or other document issued by the Bank, or that the Bank is a party in, or a reference to any legal provision shall also include any amendment, supplement or restatement thereof.
9. The Bank may periodically amend, for various reasons, these GBC, contracts or specific documentation. Changes shall be communicated to the Customer in the manner referred to in CHAPTER IV, Point 4. Notifications, at least 15 days before their proposed effective date.
10. Unless the conditions of a particular service or product do not allow this, if the Customer does not agree to the amendment or supplement of the clauses contained in these GBC and/or of specific

contracts or documents, they shall be entitled, before the date when such amendment or supplement becomes effective, to terminate the contract, free of charge, by submitting to the Bank a written request in this regard. The Customer understands and accepts that, if the account records debts, it will not be closed until such have been paid in full.

**11.** The Customer's failure to terminate the GBC and/or specific contracts and/or documents by the proposed effective date of changes in the manner referred to in CHAPTER IV, Point 4., Notifications shall be deemed as tacit acceptance of such changes.

**12.** The specific legal provisions with binding effect in relation to banking services and products shall apply as a matter of priority, to the extent that such differ from those agreed upon between the Bank and the Customer.

**13.** The Bank shall not be liable to the Customer for any delay or deficiency of a third party (including, without limitation: intermediary banks, agents, notaries public, bailiffs, etc.) in fulfilling their duties in relation to the Bank.

**14.** Each of the rights granted to the Bank hereunder and/or under specific contracts concluded between the Bank and the Customer may be exercised by the Bank taking into account the terms of exercise and taking into account the other rights or obligations incumbent on the Bank pursuant to any other agreement, any other guarantee or law.

**15.** In executing the orders placed by the Customer, the Bank shall show maximum diligence, putting the interests of Customers first. The Bank shall be liable for deficiencies in the execution of the orders placed by the Customer, to the extent that such deficiencies are caused by the Bank's fault and within the limit of the actual amount lost by the Customer.

**16.** The Bank shall not be liable for damages suffered by the Customer during the course of the Bank-Customer relationship, except for the cases where such damages are due to gross negligence or willful failure to fulfill obligations by the Bank.

**17.** The Bank shall not be held liable for losses or damages whatsoever incurred directly or indirectly by the Customer as a result of the failure to grant a credit facility or failure to fulfill the obligation of making the credit facility available thereto, as a result of an error or delay in the instructions given by the Customer or as a result of other facts/acts thereof.

**18.** The Bank shall not be liable to the Customer for losses caused by force majeure, including, without limitation: nationalization, expropriation, currency restrictions, measures of bodies with regulatory powers, including, without limitation, any agency, government body, National Bank of Romania (NBR), labor disputes among the Bank's staff or other entities involved in the transactions performed by the Bank on behalf of the Customer and whose services are used by the Bank, boycotts, international conflicts, violent or armed actions, acts of terrorism, riots, as well as unpredictable natural events with adverse effects.

**19.** The Bank shall not be held liable for losses of cheques, promissory notes, payment orders that were not caused by its fault.

**20.** If any provision of the GBC and/or of each contract and/or of each commitment/document concluded between the Bank and the Customer is or becomes at some point null, invalid or unenforceable under the applicable law, the legality, validity and enforceability of the remaining provisions shall not be affected or prejudiced.

21. The business relationship between the Customer and the Bank through its branches may be carried out routinely during the opening hours. Besides the opening hours, the Bank may be contacted by the Customer under the conditions of CHAPTER IV, Point 4. Notifications.

22. In compliance with the legislation in force, the parties agree to apply the provisions of TITLE III *Transparency of conditions and information requirements for payment services* of Law 209/2009. The parties agree that they are subject, from TITLE IV *Rights and obligations in relation to the provision and use of payment services* of Law 209/2009, only to those provisions that the parties cannot derogate from.

### C. Definitions

The terms and expressions below have the following meanings:

**"3D Secure"** – security standard developed by Mastercard (Mastercard Identity Check), providing the card user with the possibility to prevent attempted fraud by adding an additional security filter, consisting of the Strong Customer Authentication of the card user.

**"Acceptance (Receipt) of Payment Order"** – the procedure whereby the Bank recognizes as valid a payment order received for execution.

**"ATM"** – bank teller machine intended to perform operations by means of a card such as: cash withdrawals, transfers of funds, payments, obtaining information on the status of accounts, and any other operations performed by means of a card.

**"Authentication"** – the procedure allowing the Bank to verify the identity of a card user, depending on how a certain payment instrument is being used, including its personalized security elements.

**"Strong Customer Authentication"** – authentication that is based on the use of two or more elements included in the category of knowledge (aspects known only to the card user), possession (something that only the card user possesses) or physical aspects of the person (biometric characteristics of the person), which are independent, in the sense that failure to fulfil one element does not compromise the reliability of the others, the structure of elements designed so as to protect the confidentiality of the card user's credentials.

**"Payment Operation Authorization"** – the payer's agreement to execute the payment operation.

**"Bank"** – TECHVENTURES BANK S.A., both its head office and any of its branches.

**"Payment Beneficiary"** – expected recipient of the funds covered by a payment operation.

**"Beneficial Owner"** – any natural person(s) who ultimately owns or controls the Customer and/or the natural person(s) on whose behalf a transaction, an operation or an activity is being conducted directly or indirectly, as defined by Law No. 129/2019 on the prevention and combating of money laundering and terrorism financing, as further amended.

**"BIC"** (Business Identification Code) – sole identification code of the Bank.

**"Fund Freezing"** – preventing any transfer, access to or use of funds in any manner that could cause a change in their volume, nature, location, owner, possession, destination or another change that would allow the use of funds, including portfolio management.

**"Card Blocking/Unlocking for Online Transactions"** – card feature providing the card users with the possibility to manage the access for performing online transactions.

**"Debit Card"** – electronic payment instrument, in RON or EUR, issued by the Bank under the

Mastercard, with national and international use, associated with the Customer's current account, whereby the card user has access to the liquidities in the current account attached to the card.

**"Special Categories of Data"** – for example, data on racial or ethnic origin, political opinions, religious beliefs, trade union membership, genetic data and biometric data (processed for the purpose of uniquely identifying a natural person), data concerning health, data on sexual orientation, as well as any other data defined or deemed as such by the applicable regulations or guidelines.

**"Receipt"** – the document issued at the time of initiating a transaction performed at the ATM/POS, reflecting the operation performed by the card user.

**"Customer"** – any legal entities, authorized legal entity, sole proprietorships, family businesses, freelancers, individuals conducting independent activities, associations, and other entities with or without legal personality, residents or non-residents, with whom the Bank does business with or with whom it carries out other operations of a permanent or occasional nature. A Customer of the Bank is any person with whom, in performing its activities, the Bank negotiated a transaction, even if such transaction has not been completed, as well as any person who benefits or has benefitted in the past from the Bank's services.

**"Dormant Customer"** – the Customer in a situation where all their current accounts are dormant.

**"CVC/CVV Code"** – 3-digit code, written on the back of the card, which can be used to perform transactions on the Internet, and mail order/telephone order transactions, respectively.

**"Customer Code"** – a unique customer identifier, assigned and used by the Bank to identify a Customer in its own records.

**"Unique Identification Code"** – the code based on which the Bank executes the transfers, consisting of: the IBAN code of the beneficiary, the BIC code/name of the beneficiary's bank, surname and first name of the beneficiary.

**"Consent of the Data Subject"** – any freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her. Consent may be expressed by a handwritten signature, a qualified electronic signature (within the meaning and under the conditions of the applicable law), written on a consent document, or by specific electronic means provided by the Bank, the use of which is regulated by the documentation related to the service concerned.

**"Consent to Perform a Transaction"** – the irrevocable consent given by the card user to perform a transaction, each time they perform one of the following operations: entering the PIN code or signing the POS receipt or actually using the card for transactions without user verification method or entering the CVV/CVC code, 3D Secure password or customized security elements/identification password for transactions that do not require the physical presence of the card or the proximity of the card with contactless technology to a POS terminal compatible with such technology, or approaching this card into the area of action of such device or other secure method of expressing Consent, according to the international regulations on card payments, in force at the time such transaction is performed.

**"Account"** – bank account opened in the Bank's records on the name of the Customer, in which the Customer's cash liquidities are highlighted, including the amounts made available by the Bank, if applicable.

**"Current Account"** – account opened or to be opened, in the Bank's records, on the name of the Customer, and which is always a payment account.

**"Current Account with Attached Card"** – current account type account, opened with the Bank on the name of the Customer, having attached the card issued under the Card Agreement, whereby banking operations allowed according to the contracted characteristics (financial and non-financial) can be performed, and in which all operations performed by the card.

**"Payment Account"** – account held on behalf of one or more payment service users, and used for the execution of payment operations.

**"Dormant Account"** – current account through which no payment operations, including collections, have been performed for a period of 12 consecutive months, except for the debiting operations carried out by the Bank in relation to the bank fees/charges corresponding to products and services and, as applicable, the crediting operations of interest subsidized by the Bank.

**"Security Credentials"** – customized security features that the Bank requires the Customer or card user to use in order to (a) access the account via online banking channels (Internet Banking, Mobile Banking) and (b) authorize a transaction on the Customer's account. Security Credentials can be: a personal identification number (PIN), a password, a one-time passcode (3D Secure access code), biometric data, etc.

**"CRS" (Common Reporting Standard)** – the global standard for the automatic exchange of financial information between countries. The global standard for the exchange of financial information and the multilateral agreement for the automatic exchange of information were initiated by the OECD (Organisation for European Economic Co-operation) and the European Commission. Romania provides the legal framework by transposing the European provisions into the Fiscal Procedure Code that entered into force on January 1, 2016 and which establishes the Bank's obligation to collect and report to ANAF (National Agency for Fiscal Administration) the information provided by the CRS and FATCA agreements. All provisions regarding CRS and FATCA in these GBC shall be supplemented with the provisions of the Fiscal Procedure Code.

**Value Date** - the reference date used by the Bank to calculate the interest related to the funds debited from or credited to the payment account.

**"Biometric Data"** – personal data resulting from specific technical processing relating to the physical, physiological or behavioral characteristics of a natural person, which allow or confirm the unique identification of that natural person, such as facial images or dactyloscopic data.

**"Personal Data"** – any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**"Unauthorized Overdraft"** – exceeding the available balance (the Customer's own liquidities) in the Current Account with attached card, arising as a result of performing transactions that the accepting bank processes and then sends for settlement, without checking the available amount on the payment instrument (by submitting an authorization request to the issuing bank) – such as, without limitation: border crossing points, access fees for bridges, highways or in case of card transactions

made in a currency different from the account currency, and which are settled through international channels.

**"Recipient"** – any natural person or legal entity, public authority, agency or other body to whom data are disclosed, regardless of whether such are third parties; public authorities to which data are communicated under a special investigative power shall not be deemed recipients.

**"Statement of Account"** – the document containing all information on the operations performed in the current account (transactions performed by the Customer, taxes, fees, charges, interest, etc.).

**"FATCA" (Foreign Account Tax Compliance Act)** – regulation of the USA (United States of America), transposed into the Romanian law in accordance with the provisions of the Agreement concluded between Romania and the USA, ratified by Law No. 233/2015. According to them, US taxpayers, including those residing or operating outside the USA, are required to report direct or indirect holdings of financial assets outside the USA. The same reporting requirement is also laid down for credit institutions holding assets on behalf of US taxpayers.

**"Funds"** – banknotes and coins, scriptural money and electronic money, as defined by the legislation on the activity of issuing electronic money.

**"IBAN" (International Bank Account Number)** – unique account identifier used internationally to identify a specific Customer's account opened with a financial institution.

**"CRS Information"** – data and information on the tax status of the account holder Customer, as regulated by the Fiscal Procedure Code.

**"Payment instrument"** – any customized device and/or any set of procedures agreed between the payment service user and the Bank, used by the payment service user to initiate a payment order. In this category, the Bank includes payments made by the Customer by card and Internet Banking/Mobile Banking.

**"Proxy"** – natural person, having full exercise capacity, mandated to act for and on behalf of the Customer at the Bank, within the limits of the mandate granted, according to the applicable law or the decision of a specialized body.

**"List of Rates and Fees"** – document containing the list of rates and fees charged by the Bank for the services provided and the products offered to Customers.

**"Family Members of the Publicly Exposed Person"** – a) the spouse of the publicly exposed person or his/her concubine/the person with whom he/she is in relations similar to those of spouses; b) children and spouses or their concubines, persons with whom children are in relations similar to those of spouses; c) parents.

**"Controller"** - natural person or legal entity, public authority, agency or other body who, individually or with others sets personal data processing purposes and means. Towards the Customer, as well as towards other data subjects in relation thereto, whose data are processed in the context of the relationship between the Bank and the Customer, the Bank has, mainly, the capacity of controller.

**"Payment Operation"** – action initiated by the payer for the purpose of depositing, transferring or withdrawing funds, regardless of any subsequent obligations between the payer and the payment beneficiary.

**"Cut-Off Time"** – time by which the Bank receives payment orders to be considered received and settled on the current day.



**"Payment Order"** – instruction given by the payer to the Bank, requesting the execution of a bank transfer.

**"International Card Organization"** – Mastercard – international financial institution whose scope of business is the issuance of cards, through issuing banks, members of the payment system. The main function of this institution is to handle the proper operation of the transfer systems behind card acceptance – merchants accepting cards issued under the Mastercard logo, issuing bank and accepting bank connect through the payment system network of this organization, so that payment operations may be carried out successfully.

**"PEP" (Publicly Exposed Person)** – natural person who exercises or has exercised important public functions.

**Important public functions** refer to:

- (a) heads of state, heads of government, ministers and deputy ministers or secretaries of state;
- (b) members of parliament or similar central legislative bodies;
- (c) members of the governing bodies of political parties;
- (d) members of supreme courts, constitutional courts or other high-level courts whose decisions can be appealed only by extraordinary means of appeal;
- (e) members of the governing bodies of the courts of auditors or members of the governing bodies of the boards of central banks;
- (f) ambassadors, charges d'affaires and senior officers in the armed forces;
- (g) members of boards of directors and supervisory boards and persons holding management positions of autonomous administrations, predominantly publicly owned undertakings and national companies;
- (h) managers, deputy managers and members of the board of directors or members of the governing bodies within an international organization.

None of the categories referred to in let. a)-h) includes persons who occupy interim or lower positions.

**"Execution Period"** – term calculated from the moment of acceptance (receipt) of the payment order, depending on the currency and destination of the payment, by which the transferred amount reaches the beneficiary's bank account.

**"Processor"** – natural person or a legal entity processing personal data on behalf of the data controller. Processors are mainly the Bank's subcontractors.

**"Data Subject" in relation to the Customer** – identified or identifiable natural person whose personal data are processed by the Bank.

**"Persons Known as Close Associates of Publicly Exposed Persons"** – a) natural persons known as beneficial owners of a legal entity, of an entity without legal personality or of a legal construction similar thereto together with any of the publicly exposed or having any other close business relationship with such person; b) natural persons who are the only beneficial owners of a legal entity, of an entity without legal personality or of a legal construction similar thereto, known as established in the *de facto* benefit of one of the publicly exposed persons.

**"Designated Individuals and Entities"** – state governments, non-state entities or persons subject to international sanctions.

**"PIN related to the Card"** (PIN - Personal Identification Number) – a personal identification code

related to a card, strictly confidential, consisting of four digits, assigned by the Bank, as the issuing institution, individually to a card user, set and subsequently changed, exclusively by the latter, to allow their identification before executing instructions given by using the card in an electronic environment and for authorization of transactions performed by the card user using electronic terminals such as ATMs or POSs requesting the entry of the PIN.

**"Contactless Payment"** – card payment performed at a POS terminal, without physical contact between the card and the terminal, via the contactless technology available both on the card, and at the POS terminal.

**"Contact Payment"** – card payment performed at a POS terminal, based on physical contact between the card and the terminal, by inserting the card into the dedicated slot, and reading the card information on the chip, respectively.

**"Payer (Payment Service User)"** – person who issues a payment order in their name and/or on their own account in favor of a receiving customer.

**"Personal Data Processing"** – any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, by automatic or non-automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**"Payment Service Provider"** – institution providing payment and collection services on behalf of its customers, payers and/or beneficiaries.

**"Receipt of Payment Order"** – procedure whereby the Bank acknowledges that a payment order has been submitted to it in order to check its authenticity, accept and execute it.

**"Payment Reference"** – combination of numeric or alphanumeric characters communicated to the Customer by the Bank for the purpose of identifying the payment operation.

**"Legal Representative"** of legal entities/entities without legal personality – legal entity by designated representative or natural person, having full exercise capacity, entitled to act for and on behalf of the Customer and to represent them before third parties, within the limits of the mandate granted under the law or the articles of incorporation/deed of establishment/any other statutory document of the Customer. Within these GBC, Customer shall mean the Customer by the legal representatives thereof.

**"International Sanctions"** – restrictions and obligations concerning the governments of certain states, non-state entities or natural persons or legal entities, adopted by the United Nations Security Council, by the European Union, by any other international organizations (including the U.S. Department of the Treasury's Office of Foreign Assets Control or OFAC and the State Department), or by unilateral decisions made by Romania or by other states for maintaining international peace and security, preventing and combating terrorism, ensuring respect for human rights and fundamental freedoms, developing and strengthening democracy and the rule of law, and fulfilling other purposes in accordance with the objectives of the international community, international law and European Union law. In particular, International Sanctions are aimed at freezing funds and economic resources, trade restrictions, restrictions on operations with dual-use goods and technologies and with military products, travel restrictions, transport and

communications restrictions, diplomatic sanctions or sanctions in the technical-scientific, cultural or sports fields.

**"Qualified Electronic Signature"** – qualified electronic signature accepted by the Bank, which meets the validation requirements laid down by Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014, on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, and is based on a valid Qualified Digital Certificate (not revoked/not suspended) at the time the signature is affixed.

**"SEPA"** (Single Euro Payment Area) – the euro area where there are no differences between domestic and cross-border payments in Euro, and where customers can make and receive payments in Euro within the European area.

**"Signature Specimen"** – handwritten signature of the Customer's legal representatives, or of the proxies affixed on the documents used in the relationship with the Bank and kept in its records.

**"SWIFT"** (Society for Worldwide Interbank Financial Telecommunication) – the organization performing transfers of electronic funds between banks.

**"Contactless Technology"** – technology embedded in debit cards, allowing the performance of fast transactions by simply approaching the card to a special terminal accepting such payment (POS, ATM, etc.), without the need for the authentication/strong customer authentication of the card user up to a certain limit of amount/number of transactions, variable depending on the card issuer, the merchant where the transaction is initiated and the country where the transaction takes place, according to the international regulations on payments with cards issued under the Mastercard and VISA logo, respectively, and the applicable law. If the value of the contactless transaction initiated exceeds such amount limit, the authentication/strong customer authentication of the card user will be required. The strong customer authentication of the card user will also be required if the cumulative value of consecutive contactless transactions made without strong customer authentication in the EEA (European Economic Area) Area exceeds the limits set by the applicable law. The strong customer authentication of the card user for a contactless transaction will reset the cumulative calculation of previous consecutive contactless payments.

**„Sanctioned Territory"** – any country, territory, government subject to a sanctioning regime prohibiting or restricting the transfer of funds, goods or economic resources, an embargo, a freezing of funds and economic resources.

**"Specific Terms and Conditions"** – specific contract concluded between the Customer and the Bank for a particular banking product or service.

**"POS Terminals"** – electronic devices specially designed for recording and making payments at the point of sale, such as, for example, those used by merchants.

**"Account Holder"** – any Customer who is a legal entity or an entity without legal personality, who enters into business relationships with the Bank, to whom the Bank assigns the customer code, opens accounts and performs operations according to the orders issued by the Customer.

**"Commercial Transactions"** – operations performed through the card as follows:

- (a) transactions performed at commercial premises for the payment of goods and services through POS terminals;
- (b) transactions ordered via the virtual environment – internet (online) for the payment of goods,

services, as well as other types of operations (for example, top-up transactions).

**"Country of Tax Residence"** – the country where, for tax purposes, a natural person or a legal entity is subject to taxation according to the criteria laid down in the law of such country. The Bank shall consider that the country of tax residence of the natural person or of the legal entity is the one mentioned in the official identity document, passport or any other proof of identity document submitted by the natural person or any other documentary evidence for the legal entity. Exceptions: if the natural person communicates a country of tax residence other than the one entered in the official identity document, passport or any other proof of identity document submitted, the country of tax residence will be proven by the natural person by submitting a certificate of tax residence issued by the tax authority/authority competent under the law of such country to issue these documents. Should this certificate not be submitted, the Bank shall consider as the country of tax residence, the country that issued the official identity card, passport or other proof of identity document.

**"Card User"** – natural person set out in the Card Issuance Application, holder of a card, authorized based on the written consent expressed by the Customer (holder of the current account that the card is attached to) to use the existing liquidities in the current account with attached card.

**"Card Validity"** – period during which the card issued by the Bank can be used, i.e., from the date of its issuance until the last calendar day of the month written on the front of the card (MM/YY - month/year).

**"Bank Business Day"** – the day during which the Bank receives, accepts or refuses the execution of payment operations.

## **D. Personal Data Processing**

### **1. Information Note on the Processing of Personal Data**

**1.1.** The information on the processing of personal data detailed by the provisions of this section shall be supplemented at any time with other notifications provided by the Bank, including, without limitation: "Information Note on the Rights under Regulation (EU) 679/27.04.2016 on the Protection of Personal Data" handed to the Customer and also available on the Bank's website at [www.techventures.bank](http://www.techventures.bank), under the section entitled "Data Protection", specific information notes on the processing of personal data carried out in the context of certain products and services offered by the Bank, for example, the information note on data processing in the Credit Bureau system provided when requesting a loan, the information note via Internet Banking, mobile phone apps, applications/processes for opening online accounts/packages of products and services, at ATMs, at the Bank's locations, during phone calls with and/or without human operator, etc.

**1.2.** The notification carried out under these GBC on the processing of personal data complies with the requirements of Art. 13-14 of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation - "GDPR"), shall be deemed to be validly performed, and shall become effective as of the date of communication of the GBC to the Customer, without the need for the agreement of the latter with the

content of the notification. However, the Customer/data subject may exercise at any time the rights granted by law regarding the processing of their personal data, according to the document "Information Note on the Rights under Regulation (EU) 679/27.04.2016 on the Protection of Personal Data" and/or "Policy on the Processing, Protection and Privacy of Personal Data" (Privacy Policy). Furthermore, the Customer has the right not to be subject to a decision based solely on automatic processing, should the Bank perform such operations. In order to obtain any clarifications or support regarding the exercise of these rights in relation to the Bank, the Customer may contact the Data Protection Officer (DPO) within the Bank, via e-mail at: [dpo@techventures.bank](mailto:dpo@techventures.bank). The change of contact details shall be notified to the data subjects through the Bank's web page [www.techventures.bank](http://www.techventures.bank), or within the Bank's branches.

**1.3.** The provisions related to privacy, processing of personal data and liability of the parties shall continue to be effective even after the termination of the GBC, in compliance with the applicable legal regulations on these matters.

## **2. Context of Personal Data Processing**

**2.1.** The Bank mainly processes personal data in order to render services and provide financial and banking products, in order to carry out a prudent and healthy banking activity, observing in this regard the regulations and commitments that it is a party to, as well as the codes of conduct, industry customs and standards, including the requirements of Regulation No. 679/2016, as well as other applicable regulations on data processing and protection.

**2.2.** The personal data processed by the Bank belong to data subjects, such as: The Customer, legal representatives, conventional representatives or proxies of the Customer, Client's legal or conventional successors, beneficial owners, co- debtors, guarantors, additional users, contact persons, natural persons whose data are provided in the documents made available by or for customers, other persons using or benefiting in any way from the Bank's services, natural persons from the group of a debtor of the Bank, or senders/recipients of correspondence/courier services in relation to the Bank, the beneficiary of a payment operation, the beneficiary of an insurance, persons subject to garnishment proceedings, visitors of a web site belonging to the Bank or visitors to the physical premises of the Bank, or contact persons, legal or conventional representatives, collaborators, employees and/or natural persons appointed by a contractual partner of the Bank and any other natural persons whose data may be provided by the Client/contractual partner to the Bank or which may be processed in the context of the relationship between the Bank and the Client. Such personal data are included in the documents and/or information obtained/received by the Bank, directly from the Customer or from any other natural person or legal entity in compliance with the law, in view of or to initiate business relationships with the Customer, regardless of whether a transaction/relationship negotiated or discussed with the Customer or for them is completed or not, as well as subsequently during the business relationships between the Bank and the Customer.

**2.3.** In certain situations, for the purpose of initiating and conducting various business relationships with the Customer, the Bank may process personal data belonging to certain categories of data subjects (for example, beneficial owners, associates, shareholders, legal or conventional representatives, empowered/delegated persons, or other employees/collaborators of a legal entity

Client, persons whose income is analyzed to be taken into account when the Bank is granting products/services, recipients of the payments ordered by customers) without however having the practical way of directly informing these categories of persons or even without being able to ensure the full confidentiality of the relationship with the Customer. In this regard, it is the Customer's responsibility to make sure that previously they have properly informed the data subject about the processing of their data as set out herein or by consulting other documents posted on the Bank's web site, as well as to obtain their express consent, to the extent that such consent is requested by the Bank as being necessary under the applicable legal provisions.

**2.4.** The Customer understands that the processing of the data requested by the Bank as detailed in Art. 2.5. below is necessary in order to be able to analyze the Customer's requests and/or provide the products/services as such have been contracted by the Customer from the Bank, in compliance with legal and contractual obligations and guarantees. Refusal to provide or update data may result in non-compliance with these obligations which may lead to the impossibility of establishing or continuing the business relationship, impossibility of providing or continuing to provide products or services, or the impossibility of empowering persons on the Client's accounts.

**2.5.** Upon collecting information, if and to the extent necessary in addition to the provisions of this section, the Bank will inform the Customer to what extent the data thus collected are necessary for the provision of a product or service, or for compliance with a legal or contractual obligation, as well as about any consequences of not providing such data.

### **3. Categories of Personal Data Processed by the Bank and the Sources they Come from**

**3.1.** The Bank processes personal data acting as the controller, directly, but also through processors, such as subcontractors of various services. Furthermore, the Bank may process data together with other personal data controllers having the capacity of joint controllers, such as, in the case of cobranded cards or insurance products, or together with other contractual partners holding the capacity of independent controller, such as other financial institutions involved in the execution/settlement of the operations instructed by the Customer or in the performance of other services.

**(I)** Identification and contact details, necessary for identification and communication purposes in order to initiate, negotiate and carry out contractual relationships until all their effects are extinguished, including for the collection of receivables:

- surname, first name, nickname, personal identification number, series and number of the identity document, passport number, driving license, social security or health insurance number; image and other data contained in identity documents, citizenship, home, residence and correspondence address, phone number and other contact details for means of remote communication, IP (internet protocol) address of an electronic device, handwritten signature, electronic signature, unique identification codes in relation to the Bank (for example: customer code, user, passwords declared for identification in case of telephone contact), current account number (IBAN), authentication codes (including in the context of payments by electronic means);

**(II)** Financial data and information, mainly necessary for the purpose of assessing the granting of lending products and the performance of the lending relationship:

- profession, place of employment, position held, professional qualifications, criminal record or tax

information (for example, in the context of lending relationships, disputes), information related to the lending history or insurance information, any other information made available by entities such as Biroul de Credite SA or the Central Credit Register, the National Agency for Fiscal Administration, data made available by public registers such as the National Trade Register Office, the Land Register National Office, the National Register of Real Estate Advertising, portals of institutions or data publicly available in the media.

**(III)** Data and information necessary for the purpose of providing services by electronic means or telephone, or for the purpose of ensuring security requirements and fraud prevention:

- information related to the location of transactions through electronic or remote access payment instruments, voice, image and information contained in audio or video recordings of communications by remote means (to improve the quality of services and to provide proof of requests/agreements/options thus expressed by or for the Customer) as well as in the recordings corresponding to the means of video surveillance used in the Bank's premises or at ATMs (for security reasons and fraud prevention),
- public position held or public or political exposure, relationship with persons within the Bank, information related to fraudulent/potentially fraudulent activity of data subjects (for processing purposes in compliance with the requirements of the law for the prevention of fraud, money laundering and terrorist financing through the banking system),
- information related to inconsistencies found in the documents/statements submitted to the Bank, obtained on the basis of forms, declarations and documents of any kind submitted to the Bank or obtained by it from any sources allowed under the contract or under the law;

**(IV)** Other personal data and information:

- data obtained by operations of combining, segmenting, organizing or retrieving the above data,
- any other categories of data that the Customer provides to the Bank or that it acquires and processes in compliance with the law or the contracts applicable in the relationship with the Customer;

**(V)** Special data:

In the course of its relationships with the Customer, whose data are processed in the context of the relationship between the Bank and the Customer, the Bank may process certain special categories of data, in compliance with the legal and contractual obligations and guarantees incumbent on the Bank, such as biometric data to allow or confirm the unique identification of a person in the context of certain services provided by the Bank with remote access, based on the Customer's option for such services.

Furthermore, the Bank may process special data to the extent that such are included by the data subject in the details provided to the Bank when the latter renders certain services (for example, explicit details contained in the payment instructions filled out by the Customer) or in the context of judicial or extrajudicial proceedings (disputes, foreclosures, debt to asset proceedings, etc.).

**3.2.** In order to fulfill the purposes referred to in this section, the Bank processes personal data that it obtains directly from the data subject or indirectly from other persons with whom the Bank interacts directly in relation to the data subject, depending on the concrete relationship between them, as is also results from Art. 2.3 above. Also, including based on the processing of the data thus obtained, the Bank may generate (for example, customer codes or identifiers) or deduct itself new personal data or

may obtain/receive them from external sources, such as, for example:

- institutions, public authorities or other entities managing publicly available or restricted databases, in particular: ANAF, FNGCIMM (National Credit Guarantee Fund for Small and Medium Enterprises), CRC (Credit Risk Register) or CIP (Payment Incidents Register) – organized by the National Bank of Romania, the Trade Register, the portal of courts of law, the Credit Bureau, national notary registers, official databases with persons subject to international sanctions on the matter of prevention and combating money laundering and terrorist financing, as well as publicly exposed persons etc.;
- entities involved in the execution of payment operations or in the operation of payment instruments, such as: international card organizations (Mastercard, VISA), economic operators accepting payment with cards or other remote payment instruments, banks and other payment institutions involved in payment schemes, TransFond (SENT), NBR (ReGIS), Central Depository, SWIFT etc.;
- trade partners, such as collaborators or service providers for the Bank, as well as entities that the Bank provides payment services to, entities issuing securities, insurance companies, various other legal entities from whom the Bank may acquire debt claims in relation to Customers, etc.;
- publicly accessible online platforms, including social and professional networks, internet networks;
- employers, partners or counterparties of the Customer who make payroll or other income payments to the Customer, or request payments to be made from the Customer's accounts pursuant to direct debit arrangements.

#### **4. Purposes for which the Banca Processes Personal Data and Grounds for the Processing**

**4.1.** The processing carried out by the Bank for the purposes detailed below is mainly necessary for the Bank's compliance with its legal obligations or in the execution/preparation for the conclusion of a contract that the data subject is/will be a party to. At the same time, in order to ensure the best quality standards, prudence and professional diligence, to be able to fully carry out the activities allowed to it under the law, to constantly meet the expectations and needs of its Customers, and to adapt to the requirements, trends and development of the market that are not always preceded by express legal regulations, the Bank needs to process personal data based on its legitimate interest, and the related data processing cannot always be classified in a limited manner in express texts of law or contractual clauses.

**4.2.** Therefore, with regard to a particular purpose, depending on whether it is formulated and interpreted more broadly or narrowly, the processing grounds for the various actual activities it entails may be cumulative. Before any processing, however, the Bank shall analyze its grounds in accordance with the principles of the General Data Protection Regulation (GDPR), always ensuring the existence of the corresponding legal basis and the compliance with the conditions imposed by the regulations in force for the legality and security of personal data processing.

**4.3.** The Bank processes the data and information of data subjects necessary for the performance of the contracts concluded with the data subject and for the purpose of providing the Customer with products and services, performing in this regard processing mainly for the purpose of:

- (a) taking steps at the request of the data subject prior to entering into a contract, assessing the



eligibility in order to provide standard or customized banking products and services (including in the stage of approval/granting) or to accept requests for restructuring, rescheduling, staggering, etc.;

- (b) performing any legal relations between the Bank and the Customer/data subject deriving from the current account relationship or from another special contract concluded between the Bank and the Customer, in view of providing financial and banking services;
- (c) managing the relationship with data subjects, in relation to the Customer, whose data are processed in the context of the relationship between the Bank and the Customer, including any subsequent changes to the characteristics, terms and conditions of such product or service;
- (d) properly and safely executing bank transactions, by any means of instruction: at the counter, internet, card, POS, etc.;
- (e) monitoring all obligations undertaken by the Customer/data subject towards the Bank;
- (f) collecting debts/recovering receivables (as well as preparatory activities thereto);
- (g) concluding and/or executing insurance and reinsurance contracts (including for the situation when the Customer, as insurant, benefits from insurance in case of occurrence of the insured risk);
- (h) internal/external reporting obligations;
- (i) finding, exercising or defending certain rights of the Bank in court or against other authorities;
- (j) providing technical support and maintenance activities, or managing incidents that may occur during the execution of the contract between the Bank and the Client;
- (k) managing requests/claims/complaints/petitions/investigations related to the Bank's activity and its services or products;
- (l) performing and processing payment operations through the SWIFT system or online card payment service facilitators, if applicable;
- (m) exchanging the necessary information for the issuance and use by the Customer of cards issued under the Mastercard logo;
- (n) communicating with the Customer/data subject for the fulfillment of any of the above purposes, by using any contact details, performing registry and secretarial services regarding the correspondence addressed to the Bank and/or sent by it, as well as for carrying out courier activities.

**4.4.** To the extent that, pursuant to the law, the consent of the data subject is required, the Bank shall obtain such consent upon the initiation of the business relationship with the Bank or subsequently, by means such as duly filling in and ticking the Bank's forms when requesting a product or service, signing an information note or via the Bank's web page or online Internet Banking apps or related to other services and products offered by the Bank. Most likely, the Bank may carry out personal data processing based on consent for purposes such as:

- (a) in-depth analyses by automated means, including by using and combining several data such as those related to transaction history, characteristics thereof, location where the transaction was initiated, other data obtained by consulting internal, external databases and/or online platforms (for example, on credit history, history of the relationship with the Bank, etc.) and profiling in order to personalize dedicated and exclusive offers, to the extent that under the applicable regulations the consent of the data subject is required in relation to any legal effects or a similar

significant impact;

- (b) analyzing the person's behavior when accessing the Bank's web page, by using cookies, both of the Bank and of third parties.

**4.5.** The consent expressed for data processing based on the agreement of the data subject may be withdrawn at any time, without affecting the lawfulness of the processing carried out prior to the withdrawal, the notification of the data subject on such processing or the lawfulness of processing based (also) on another legitimate basis as it results from this section. Furthermore, the withdrawal of consent shall not affect the provision by the Bank of the contracted products or services. Upon collecting the consent, the Bank shall provide the data subjects, to the extent applicable, with additional information on the purpose of data processing, the possibility of transferring them to third parties, as well as on a simple way to withdraw it.

## **5. Recording of Telephone Conversations and Video Monitoring**

**5.1.** The Bank may record and keep any telephone conversations made with the data subjects according to its internal rules, in order to prove various operations, instructions or agreements expressed by data subjects, in relation to the Customer, whose data are processed in the context of the relationship between the Bank and the Customer, including in the case of contracts concluded remotely, in order to prove the content of requests and/or complaints made over the telephone, as well as the Bank's response, to use them as evidence in demonstrating compliance with the Bank's legal or contractual obligations, or in case of disputes, to investigate various situations or to improve the quality of its services.

**5.2.** The data subject shall be informed about the recording of a telephone conversation by pre-recorded messages or, as applicable, by the information in this regard delivered by a human operator, the continuation of the call confirming the agreement of the data subject with the recording of the call.

**5.3.** The refusal of the data subject to accept the recording of a telephone conversation may lead to the impossibility of the Bank to offer certain products or services to the Customer or to accept and execute certain instructions (such as those concluded including over the telephone as a means of remote communication). In other cases, the refusal of the data subject to accept the recording shall not affect the resolution of requests or complaints, but such will have to be submitted to the Bank through the other communication channels provided (e-mail, postal address), in which case the response time from the Bank may be longer.

**5.4.** In order to ensure a high level of security corresponding to the legal requirements on the safety and security of the financial-banking activity, the Bank monitors with video means the premises of the branches where it operates, as well as the area of its own ATMs. Video monitoring is signaled by appropriate signs, and recordings are kept for the period laid down by the law, or for a longer period at the request of the authorities, or if there is a legitimate interest derived, for example, from ongoing investigations.

## **6. Categories of Recipients to Whom Personal Data May Be Disclosed**

**6.1.** In order to operate and ensure the provision/offering of banking services to the Customer at the best standards or in order to fulfill its legal obligations or in pursuit of its legitimate interests, as

detailed by this section, the Bank may disclose personal data to certain persons or entities, in particular:

- (a) the data subject itself (for example, for data deduced by the Bank or received from third parties), legal representatives or proxies of the Customer;
- (b) third parties such as correspondent financial institutions, clearing/settlement entities or entities involved in the execution or facilitation of fund transfer services (such as, for example: SWIFT, STFD, TransFond (SENT, ReGIS), the international organization under whose logo cards are issued – Mastercard, Central Depository, banks of merchants that the Customer has made the card payment to, payment institutions of beneficiaries of transfers of funds from the accounts of the Bank's customers);
- (c) insurance-reinsurance institutions for the Bank's risks;
- (d) insurance-reinsurance institutions for the Customer's risks, when, for example, the Customer benefits from an insurance policy, whether or not it is related to a product offered by the Bank or requests facilitation of its conclusion;
- (e) persons guaranteeing an obligation of the Customer undertaken towards the Bank;
- (f) the majority shareholder of the Bank;
- (g) any of the Bank's consultants or even of the Customer (for example, in legal, fiscal/financial, economic, technical matters), as well as judicial administrators, liquidators, bailiffs, auditors, lawyers, mediators, arbitrators, notaries, appraisers, experts, translators;
- (h) any other third party/entity, to the extent that the disclosure is necessary for the provision of the services contracted by the Customer from the Bank or such person/entity is directly or indirectly involved in the provision of services to the Bank, such as entities acting as third-party payment service providers or in the case of services outsourced or contracted by the Bank from specialized providers or in order to optimize the business, such as, for example: printing services for statements and notifications, courier services, transmission of messages, debt collection, hosting and administration of web services, software maintenance and development services, IT services, card providers and card usage services or other remote access payment instruments, providers of data and/or transaction security services, document archiving and destruction services, debt collection agencies, ATM/POS maintenance service providers, real estate agencies, notary, legal or other consultancy, support or representation services);
- (i) professional associations, such as ARB (Romanian Association of Banks) and local financial and banking supervisory authorities, competent authorities at local or European level in tax matters, consumer protection authorities, supervision of competition, supervision of personal data processing;
- (j) credit agencies, mainly for assessing the Bank's credit risk;
- (k) any entities with whom the Bank is in negotiations or for such entities to perform the due, in view of or in the context of a transaction with these entities of alienation/transfer or purchase of assets, merger, acquisition, transfer, sale/purchase of portfolios or other similar transactions regarding rights and/or contracts of the Bank in relation to the Customer/data subject, including the consultants of these entities, as well as subsequently for the implementation/execution of such transaction, with the application by the Bank of appropriate measures to guarantee the rights of Customers/data subjects in the context of these operations;

- (l) entities such as the Credit Bureau, the Central Credit Register, Payment Incidents Register, Central Depository, any other entities/institutions (for example: credit, leasing, insurance and utility companies);
- (m) public authorities and institutions to which the Bank has the obligation to submit reports/data, or to respond to requests for information, such as, without limitation: the National Bank of Romania (BNR), the National Agency for Fiscal Administration (ANAF), the National Agency for Cadastre and Real Estate Advertising (ANCPI), the National Register of Real Estate Advertising (RNPM), Financial Supervisory Authority (ASF), companies (funds) guaranteeing various types of credit/deposit products (e.g., FNGCIMM, FGDB (Bank Deposit Guarantee Fund), etc.), the National Office for the Prevention and Combating of Money Laundering (ONPCSB), the National Authority for Consumer Protection (ANPC), the National Supervisory Authority for the Processing of Personal Data (ANSPSCP), the Ministry of Justice, the Ministry of Administration and Internal Affairs (MIA), the Directorate for Investigating Organized Crime and Terrorism (DIICOT), the National Anticorruption Directorate (DNA), Prosecutor's Office, etc.

## **7. Processing Term. Subsequent Destination of Personal Data**

The Bank will process personal data throughout the performance of banking services and the achievement of the processing purposes mentioned in this section, as well as subsequently in order to comply with the applicable legal obligations, including the provisions on archiving. In compliance with the applicable legal provisions, there are different archiving periods, depending on the type of data.

## **8. Transfer of Personal Data Abroad**

**8.1.** Currently, in order to achieve the aforementioned purposes, the Bank may transfer certain categories of personal data outside Romania, to states within EU/EEA, providing an adequate level of data protection: Switzerland (if using SWIFT) or outside the EU/EEA, to the United States of America (if using SWIFT and, potentially, FATCA reports), as well as for CRS reports. For transfers outside the EU/EEA, the Bank will substantiate the transfer of personal data either on appropriate data protection safeguards, such as the standard contractual clauses adopted at the level of the European Commission or other safeguards recognized by law, or on the fulfillment of other conditions according to applicable regulations. For example, the Bank will transfer personal data abroad when this transfer is necessary in the performance of a contract it has concluded with the Customer, for example when executing instructions for the transfer of Customer funds to third party states.

**8.2.** The Customer understands and agrees that, should they request the Bank to perform or process payment operations through the SWIFT system, the personal data necessary for the execution of the operation will be transmitted to SWIFT, which, acting as the controller, may transfer to the USA personal data, with the possibility that the U.S. Treasury Department may have access to this database for the purpose of applying the law on the prevention of money laundering or the fight against terrorism, and the Customer agrees for the operations ordered by SWIFT to also be carried out under these conditions. The Customer understands and agrees that, in order to fulfill the Bank's legal obligations regarding the reporting and/or analysis of information in accordance with the international conventions that Romania is a party to, such as FATCA and CRS, if the personal data of data subjects

in relation to the Customer, whose data are processed in the context of the relationship between the Bank and the Customer, or accounts held with the Bank fall within the reporting criteria established by the Fiscal Procedure Code with regard to the FATCA and/or CRS requirements, the Bank will submit such information to the ANAF, which in turn shall submit the information to the tax authorities in the relevant third party countries.

## **E. Know-your-Customer, Prevention of Money Laundering and Terrorist Financing, and Implementation of International Sanctions and Restrictive Measures**

### **1. Know-your-Customer, Prevention of Money Laundering and Terrorist Financing**

**1.1.** The Bank is subject to legal obligations regarding the prevention and combating of money laundering and terrorist financing, including the implementation of international sanctions and restrictive measures, as well as tax due diligence requirements for FATCA/CRS purposes according to applicable legal provisions.

**1.2.** The Customer acknowledges that the Bank may carry out research activities and investigations in the context of performing any operation that could, according to its analysis, be likely to constitute a breach of the legal provisions in the field of preventing and combating money laundering and terrorist financing, which would lead, if applicable, to a delay in the execution of instructions given by the Customer. In order to fulfill its legal obligations, the Bank may take at any time the measures it deems necessary in the relationship with the Customer, without being required, under any circumstances, to award compensation, if by the measures imposed it would cause any damage whatsoever to the Customer/other persons, will not be prosecuted or will not be sued by the Customer in case of delay or non-execution of an instruction, rejection of an operation or freezing of funds or accounts, occurred as part of enforcing the due diligence performed by the Bank for the purpose of preventing money laundering and terrorist financing.

**1.3.** The Bank may refuse to enter into business relations, to perform the operations requested by the Customer, not to provide or restrict access to certain products or services or to terminate the business relationship if it cannot check the identity of the Customer or of the beneficial owner based on the documents provided, the Customer does not submit or refuses to submit to the Bank the requested information and documentation, including in the process of updating personal data, provides false, insufficient, erroneous or incomplete information, or if the Bank has suspicions about the reality of what was declared or the documents provided by the Customer.

**1.4.** In order to comply with and apply the requirements on Know-Your-Customer legal, the prevention and fight against money laundering and terrorist financing, those regarding the implementation of international sanctions, at the request of the Bank, the Customer has the obligation to submit supporting documents for the operations carried out through their accounts opened with the Bank (such as, without limitation: collections, payments, etc.), documents and information regarding the real situation of the Customer, the account proxy and/or the beneficial owner (such as, without limitation: identification documents showing at least the mandatory elements laid down by the law regarding the address where they live, contact details, date and place of birth, etc.; origin of funds; purpose and nature of the transactions carried out through the accounts; specimen signature, information related to tax residences, etc.).

**1.5.** In order to fulfill its legal obligations, periodically, the Bank has the right to request, and the Customer undertakes to provide the Bank with the information and documents necessary to update personal data, in the manner and form agreed by the Bank. The updating of personal data shall be done by filling in the forms provided by the Bank through its branches or through the electronic apps

used for this purpose by the Bank.

**1.6.** The Customer has the obligation to inform the Bank immediately of any change in the statements and information previously provided, such as, without limitation: name, contact details, beneficial owner of the amounts they own, or if any third party has any right to any amount found in their account, the capacity of publicly exposed person or family member of a publicly exposed person, or a person known to be a close associate of a publicly exposed person, as such concepts are defined by the applicable law, the name/corporate name of the employer or the nature of their own business, source of their funds, specimen signature, tax status held in the United States of America and/or any other state, etc., having the obligation to update such data in the form permitted and agreed by the Bank.

**1.7.** In order to examine the documents submitted by the Customer, the Bank may request, at the former's expense, the translation into Romanian of the documents submitted in a foreign language, done by an authorized translator, with the legalization of the latter's signature. To be taken into consideration by the Bank, documents issued by foreign authorities/foreign entities shall be subject to the legalization/apostille/superlegalization procedure, as applicable, so as to produce effects on the territory of Romania. The Bank accepts no liability for delays in the performance of services caused by the submission by the Customer of documents in a language other than Romanian, without superlegalization/apostille and/or without translation performed by an authorized translator, with legalization of the latter's signature.

## **2. Application of International Sanctions and Restrictive Measures**

**2.1.** The Customer undertakes not to use, directly or indirectly, the accounts opened with the Bank, or not to make available/otherwise facilitate funds through the Bank's accounts that would have as scope or effect the financing or facilitation of activities or business relationships:

- with a person sanctioned or with a person located in a territory subject to sanction, or
- which may in any way constitute a breach of international sanctions by any person, including any person related with the Customer.

**2.2.** The Customer undertakes not to use any income, fund or profit arising from any activity or operation carried out with a sanctioned person or any person located in a territory under international sanction, for the purpose of repaying or paying amounts due to the Bank.

**2.3.** The Bank reserves the right to suspend or reject a payment or transfer operation issued or received or to freeze the Customer's funds and accounts when, pursuant to its analysis, the execution of this operation could constitute a breach of a regulation on international sanctions.

**2.4.** The Bank may request the Customer to provide information on the circumstances and context of an operation, such as the nature, destination and origin of funds and any other supporting documents, especially in case of unusual operations compared to the operations generally recorded in their account.

**2.5.** The Customer shall be required to provide the information and supporting documents requested by the Bank. If the Customer does not provide the Bank with the documents and information within the requested deadlines and conditions, so that following the analysis no risk of breaching international sanctions emerges, the Bank reserves the right not to execute the Customer's instructions

and to freeze their funds and/or accounts.

**2.6.** The Customer acknowledges that the Bank may also carry out research activities and investigations in the context of performing any operation that could, according to its analysis, be likely to constitute an offense according to the regulations on international sanctions, which would lead, if applicable, to a delay in the execution of instructions given by the Customer.

**2.7.** For the fulfillment and implementation of legal requirements in terms of international sanctions by the Bank in relation to the Customer, the Bank may not be required, under any circumstances, to award compensation if, through the measures imposed, it would cause any prejudice whatsoever to the Customer/other persons in relation to the Customer, will not be prosecuted or will not be sued by the Customer in case of delay or non-execution of an instruction, rejection of an operation or freezing of funds or accounts, occurred as part of failing to comply with the regulations on International Sanctions.

**2.8.** The Customer undertakes to notify the Bank in writing and promptly of any fact they become aware of, which would render inaccurate one or more of their statements regarding international sanctions detailed above.

## **F. Legal Representatives. Conventional Proxies**

**1.** The Customer may appoint one or several proxies having the right to perform operations on the account in the name and on behalf of the Customer, and has the obligation to disclose to them the rights granted and the provisions of these GBC.

**2.** In order to be accepted by the Bank, the proxy must be or have been identified under the same conditions under which the Customer is identified. For safety reasons, the Bank may limit the number of proxies.

**3.** The Customer's proxies may perform any operations permitted by the Bank to the legal representatives, within the limits of these GBC and the mandate granted by the Customer. The Customer assumes full responsibility for the proxy to perform operations, with the Bank checking the identity of the proxy, the limits of their mandate and the signature specimen thereof.

**4.** The mandate granted by the Customer to one or several proxies shall be made by filling in the forms provided by the Bank, in its branches or through other channels provided by the Bank for this purpose. The term of mandate is for the entire period of the contractual relations between the Bank and the Customer, or until its termination arisen under the conditions of the Civil Code (revocation by the agent, renunciation of the agent, death, incapacity or bankruptcy of the principal or agent). The mandate may be granted by the Customer to one or several proxies and by power of attorney authenticated by a notary public in Romania or at a Romanian consulate. For powers of attorney issued at a notary office abroad, such shall be apostilled or superlegalized, as applicable, and their translation, made by an authorized translator, with the legalization of their signature shall also be submitted, if they are drawn up in a foreign language.

**5.** The Bank may request at any time the confirmation of the powers of attorney granted by the Customer by any means accepted by the Bank, or their renewal on specific forms or by notary power of attorney.



6. The Bank may refuse one or several proxies of the Customer if the know-your-customer rules cannot be applied, in relation thereto there are suspicions or reasonable grounds of suspicion of money laundering, terrorist financing, fraud, international sanctions or in any other situation where the legal regulations require this. If the Bank refuses existing proxies, it shall notify the Customer in writing about the date from which the power of attorney is no longer accepted by the Bank.
7. The Bank is entitled to block the access to the account and to the attached services (Internet Banking, Mobile Banking, debit card, etc.), not provide data and information and not allow the performance of payment operations should a divergence, a conflicting situation of any nature, in the opinion of the Bank, prevent the determination and/or identification of the legal representative or proxy on the account, the mandate be restricted or revoked, or other situation where the Bank may not apply the Know-Your-Customer rules.

## **G. Bank Secrecy and Confidentiality**

1. The Bank shall take all necessary measures to keep the confidentiality of all facts, data and information of the nature of professional banking secrecy in relation to the Customer, in compliance with the legal provisions in the field, and shall not disclose them without the Customer's consent.
2. The provisions of Art. 1 above shall not apply to the provision of information to persons, authorities or entities authorized by law, such as, without limitation: competent authorities in the exercise of supervisory duties at individual or, as the case may be, consolidated or sub-consolidated level; where the Bank justifies a legitimate interest; at the written request of other persons, authorities or institutions or ex officio, if under any special law such persons, authorities or institutions are entitled, for the purpose of fulfilling their specific duties, to request and/or receive such information; at the request of the court, at the request of the bailiff, for the purpose of enforcing the foreclosure, etc.
3. By way of exception from Art. 1 above, the Customer expressly consents that the Bank shall have the right to transfer and communicate any information relating to the Customer in connection with the provision of any service performed by a third party or through a third party as a contractual partner (including, without limitation: intermediaries for certain businesses; specialized consultants; funding; analyses, etc.). The Bank shall only enter into contractual relationships with the third parties involved, who undertake in turn to keep the confidentiality of the information thus obtained.

## **CHAPTER II - BANKING SERVICE RELATED TO THE CURRENT ACCOUNT AND OTHER BANK ACCOUNTS**

### **A. Provisions on the Characteristics and Functionality of Accounts**

#### **1. Share Capital Account. Current Account. Savings Account. Term Deposit Account.**

**1.1.** The Bank may, without being required to do so, open capital accounts, current accounts, current savings accounts and term deposit accounts for Customers, or other types of accounts (escrow account, security account, etc.), following their application and in compliance with the internal regulations issued by the Bank for this purpose, generically referred to as "account" or "accounts". The account relationship is governed by the applicable legal regulations, these GBC and specific documentation.

#### **2. Account Opening. Contract Term. Maintenance. Operations.**

**2.1.** The Bank may, without being required to do so, open accounts and/or provide related services or products (debit card, Internet Banking, Mobile Banking, etc.) for Customers, for an indefinite period, following their application, by filling in the Bank's standard forms, accompanied by the documents requested, in compliance with the internal regulations issued by the Bank for this purpose. The account opening application shall be made, in all cases, on the Bank's standard form, specific to each category of Customers, and shall be accompanied by the legal documents requested by the Bank. The opening of accounts can be done through the Bank's branches or online by using the app provided by the Bank for this purpose.

**2.2.** The Bank reserves the right to request from the Customer any information it deems necessary for opening and operating accounts, and reserves the right to refuse to initiate the business relationship and/or open the account, to refuse to perform transactions requested by the Customer or to restrict access to certain products or services, as well as to suspend or interrupt the business relationship in the following situations: (i) if the Customer or their proxies do not provide the information and/or documents requested by the Bank, provide false, erroneous, incomplete or outdated information and/or documents, (ii) if the Bank has suspicions of fraud or on the veracity of statements, information and documents provided by the Customer, (iii) if the Bank has suspicions of illegality, the purpose or nature of the operations performed through the Customer's account(s) or if they do not correspond to the trading profile established by the Bank for the Customer (for example, performing transactions resulting from illegal economic activities), and/or (iv) if the Customer declares that they are not the beneficial owner of the funds traded through their account(s), or if the Bank has indications or suspicions in this regard.

**2.3.** In the case of Customers, the legal representative, to the extent such right is granted thereto, may appoint proxies on the account, who have the right to request statements of account or to perform operations on the account. In order to protect the interests of all parties involved, the account holder and the proxy shall always use, in relation to the Bank, a signature with a graphic similar to the one in the signature specimen, otherwise the Bank may refuse to perform the requested operations. The Customer must notify the Bank, in writing, of any change arisen in their identification details or those

of their proxies, which may be relevant in their relationship with the Bank, since the occurrence of such change, and shall exercise the due diligence to update the data under the conditions agreed by the Bank.

**2.4.** The current account opened on the name of the Customer in the Bank's records is mainly intended for carrying out current operations in cash and/or collections and payments. The Bank shall assign to each account a unique identification code – IBAN code that the Customer may communicate to partners/third parties in order to correctly execute payment operations.

**2.5.** The Customer has the obligation to ensure in each bank account the amounts necessary to perform the payment operations ordered, or to pay bank commissions, fees or charges.

**2.6.** The Customer's legal representatives and proxies may freely dispose of the amounts in the accounts opened in the Bank's records, in compliance with the rules in force, within the limits of the mandate received.

**2.7.** The Customer may access the account through the Bank's branches, using the card, Internet Banking or Mobile Banking services or by other way agreed upon by the Bank and the Customer.

**2.8.** If, under the conditions and in compliance with the law or internal regulations of the Bank, additional checks of the data provided by the Customer are necessary for opening or operating any accounts, the Bank is entitled to carry out any checks, request and obtain any information about the Customer, their authorized representatives or, as applicable, their proxies or about other persons making deposits on the current account and/or having a special mandate for certain operations, from the Customer or from any competent authority, public register, archive, electronic database or authorized body, holder of such information.

**2.9.** All costs related to consulting these databases, as well as any related charges, commissions and fees, including postal, are and remain the responsibility of the Customer, with the Bank having a mandate to automatically debit any account of the Customer.

**2.10.** Any current account, as offered by the Bank and requested by the Customer, under the conditions of the law and according to the internal regulations of the Bank, may be subject to attachment of any other services related to the current account.

**2.11.** The accounts of Customers in special relationships with the Bank are subject to the relevant legal regulations.

**2.12.** The Bank may make payments from accounts opened, without the consent of the Customer, for the payment of amounts set by final court or arbitration decisions and/or other enforceable titles laid down by the law, regardless of whether they are due to the state budget, local budgets or any third party, to correct errors found when checking operations on the account, as well as to withhold fees due to the Bank for the operations performed, interest and loan instalments due and/or overdue and other costs incurred by the Customer and agreed under the contract.

**2.13.** The replenishment of accounts can be done by cash deposits in any branch of the Bank, by using the Bank's ATMs that accept cash collection or by bank transfer.

**2.14.** The Customer may perform cash withdrawals from any branch of the Bank or through the ATMs of the Bank or other financial institutions. Cash withdrawals are allowed within the limits set out by the legal regulations. In addition, the Bank may also set other limitations to be brought to the

attention of the Customer by any of the ways established by the GBC.

**2.15.** For legal entity Customer, the Current Account Opening Application shall be signed by the person(s) who duly represent(s) the Customer. The lack of restrictions, limitations of power or employment conditions with regard to the legal representatives, expressly set out in the forms provided by the Bank for legal entities, unequivocally leads to the conclusion that the legal representatives, all and each separately, have the full right to order in the interest and for the account of the Customer.

**2.16.** Any change in representation, headquarters, form of incorporation or other identifiers previously communicated to the Bank shall only be binding after the Bank has received a written Notification to this effect, accompanied by the appropriate legal documents and proof of completion of the disclosure and enforceability formalities required by law. If the Bank becomes aware of the occurrence of any disputes between associates/shareholders/legal representatives of the Customer, legal entity, as a result of which, but not limited to, the mandate of the legal representatives is restricted or their mandate is revoked and new legal representatives are appointed without having yet fulfilled the disclosure and opposability formalities required by law, or the extent of the right of representation is changed, the Bank shall have the right to suspend the execution of any instructions (including, without limitation, payment instructions from the account to third parties, regardless of channel, as well as instructions under any specific contract concluded with the Bank), until the situation is clarified, based on deeds in a form and substance satisfactory to the Bank and/or the completion of such formalities of disclosure and enforceability. The Customer exonerates the Bank from any liability for any losses suffered by the former as a result of the occurrence of the situation described in this article.

### **3. Statements of Account**

**3.1.** For payment services, the Bank shall provide the Customer, once a month, free of charge, with statements of account for the operations performed on their Account, such as all the operations performed by the Customer, as well as interest, commissions, fees, charges withheld by the Bank, in one of the following ways:

- (a) in the Bank's branches;
- (b) through the Internet Banking or Mobile Banking service, where the Customer may view, save and print the statements of account;
- (c) by other means, as agreed in advance by the specific documentation.

By ticking the option "in branches/at the counter" the Customer undertakes to pick up the statement of account at least once every three months.

**3.2.** The statement of account shall contain at least the following information: references enabling the Customer to identify the operations, where applicable, the payer and/or payee, as well as any information transferred with such operations, the value of operations, the currency in which the account is credited and/or debited, the total price corresponding to the operations, where applicable, the breakdown of the amounts included therein or the interest borne by the payee, if applicable, the exchange rate used in payment operations by the payee's payment service provider, the value of the

payment operation before the currency conversion, the value date when the account was credited.

**3.3.** The Customer may request the communication of additional statements of account. In this case, the Customer shall pay to the Bank the agreed fees according to the "List of Rates and Fees" valid on the date when the service is provided.

**3.4.** The Customer is required to check, immediately after receiving the statement of account, the entries and correctness of the information recorded in this document. If the Customer does not challenge the content of the statement within 5 banking business days of receipt, or within the deadlines stipulated in the specific documents governing banking products and having the character of a contract between the parties, it shall be deemed as accepted by the Customer and, in the absence of any such objections, the statement of account shall be final and enforceable against the Customer.

#### **4. Right of Set-Off**

The Customer hereby authorizes the Bank to offset at any time any amount owed to the Bank against the funds available in any current, savings and/or deposit account, regardless of the currency in which they are available and/or regardless of the maturity of the deposit, without the Customer's prior consent being required in this regard. If the set-off of the amounts owed will require the exchange of a particular currency into another, this shall be done at the exchange rate charged by the Bank on the date of set-off. The Customer shall be informed about the set-off made by means of the statement of account.

#### **5. Incorrect Crediting**

**5.1.** If a Customer account is credited incorrectly, by mistake, the Customer is required to immediately notify the Bank, and has no right to withdraw, transfer, dispose of or use in any other way the amount in question, and the Bank shall be entitled to debit such account with any incorrectly credited amount.

**5.2.** If the crediting error is found by the Bank, by the authorizing officer/payer's bank or by a person other than the Customer, the Bank has the right, but not the obligation, and the Customer understands and agrees that the Bank shall correct the error by debiting the account with such amount.

**5.3.** If, in breach of the obligation undertaken by this clause, the Customer withdraws, transfers, disposes of or uses in any way the incorrectly credited amount or part thereof, the Customer undertakes to immediately repay to the Bank such amount and to compensate the Bank for any loss suffered as a result, together with any penalty interest calculated by the Bank, the amount used without right being assimilated to an unauthorized overdraft.

**5.4.** The Bank has the right to freeze the erroneously credited amounts (or their equivalent in the currency found in the accounts, at the NBR exchange rate valid on the date of freezing) until their situation is clarified.

**5.5.** The Customer shall be notified by the Bank of the correction or set-off made, by means of the statement of account.

**5.6.** The Bank shall not be held liable for losses or damages whatsoever incurred directly or indirectly by the Customer, if the Bank proves that for the afore-mentioned operations it has exercised

due diligence. The Bank can only be held liable for gross negligence.

## **6. Freezing the Accounts**

**6.1.** The Bank may block or restrict the Customer's access to the services offered, including related services such as card, Internet Banking, Mobile Banking, when:

- (a) there is a significant risk that the amounts owed by the Customer to the Bank are not paid or repaid;
- (b) there are suspicions of fraud, money laundering or terrorist financing, or the Customer is subject to restrictive measures by domestic and/or international bodies;
- (c) there are suspicions of unauthorized use of the account, or there are suspicions or indications related to the security of its payment devices;
- (d) the information or documents requested by the Bank have not been provided, and thus the Bank cannot fulfill its legal obligations to apply the Know-Your-Customer rules;
- (e) there are reasonable suspicions of direct or indirect involvement of the Customer or their operation(s) in countries and/or with natural persons and/or entities with the domicile/registered office in countries subject to international sanctions, embargoes or similar measures issued by the European Union/United States/UN/other authorities or in countries identified by the European Union. The afore-mentioned provisions also apply to the situation where natural persons and/or entities involved in transactions are subject to international sanctions, embargoes or similar measures;
- (f) as a result of a measure ordered by a person, institution or authority which, pursuant to a law or regulation with legal force, may require the Bank to take such measure.

**6.2.** The Bank shall inform the Customer as soon as possible about the measure ordered, provided that this is permitted by law.

**6.3.** The Bank shall unlock the access to payment services as soon as the reason for the freezing thereof no longer exists.

## **7. Termination of Account Relationship**

**7.1.** This contract is concluded for an indefinite period and may be terminated:

- (a) by written agreement between the Bank and the Customer, with effect as of the date agreed by the parties;
- (b) by unilateral termination by the Bank or by the Customer, according to the provisions of these GBC;
- (c) by termination by the Bank;
- (d) in case of deregistration of the Customer from the Public Register the former was registered in, when the Bank has become aware of such information;
- (e) by any other method agreed between the Customer and the Bank based on specific contractual documents.

**7.2.** The termination of the Contract leads to the closure of the accounts opened with the Bank and of all products and services related thereto. The closure of only one or some of the contracts concluded

with the Customer, having as scope certain products or services offered by the Bank, does not equate to a termination of the business relationship.

**7.3.** If the initiative to terminate the business relationship belongs to the Bank, the Customer may no longer request the opening of other accounts or the provision of other products or services. Once the accounts have been closed, they can no longer be used or reactivated.

**7.4.** Until the date of termination of the business relationship, the Customer shall hand over to the Bank special regime forms, including cheque books or cheque notes, as well as Token devices, cards and shall pay the fees and commissions due.

**7.5.** The credit balance remaining following the closure of the business relationship shall be kept by the Bank on behalf and at the disposal of the Customer, without bearing any interest.

#### **7a. Termination of the Account Relationship at the Initiative of the Customer**

- 1.** The Customer may unilaterally terminate the contractual legal relationship, according to these GBC, by a written and signed notification, submitted with any of the Bank's branches, at least 30 days in advance, without having to present the reasons for their decision.
- 2.** The closure of the Account shall only be done after the Customer has paid all amounts owed to the Bank.
- 3.** The Bank may decide to waive this term and immediately accept the termination of the business relationship.
- 4.** If there is a card attached to the current account, the closure of the account at the Customer's request shall be done after 30 calendar days from the blocking of all attached cards and the settlement of all transactions pending completion by card, recorded on the account.
- 5.** The Customer is required to return to the Bank the cheques, promissory notes, payment orders.

#### **7b. Termination of the Account Relationship at the Initiative of the Bank**

- 1.** The Bank has the right to unilaterally terminate the contractual relationship, at any time, by a prior notification served to the Customer on hard copy or other durable medium, at least 15 days before the termination, without the need to present the reasons for its decision.

In case of termination, until the date of termination of the contract, the Customer shall execute all obligations assumed towards the Bank under these GBC or the specific documentation.

- 2.** The Bank is entitled, without a formal notification, unilaterally, without prior notice and without fulfilling any other judicial or extrajudicial formality, to close any account of the Customer, including related products and/or services, in the following cases of default or fault:
  - (a)** The Customer does not provide or refuses to provide the information and documentation requested by the Bank, within the deadline indicated by the Bank or in any other situations set by the Bank and communicated to the Customer or the latter provides false, contradictory, insufficient, erroneous or incomplete information;
  - (b)** if the Bank has information or suspicions that the Customer's use of the accounts and amounts existing in them would be related to fraud, money laundering or terrorist financing activities, or the Customer is subject to restrictive measures by domestic and/or international bodies;

- (c) the breach by the Customer of their obligation to pay the fees and costs owed;
  - (d) if the Customer fails to comply with the operating conditions of the account or of the products and services attached to it;
  - (e) in the event that, after opening an account, Know-Your-Customer rules with regard to checking the identity of the Customer, the beneficial owner and/or the origin of funds cannot be applied;
  - (f) the breach of any of the obligations set out in these GBC or in any specific contracts concluded between the Bank and the Customer.
3. The Bank shall immediately notify the Customer about the measure taken.
  4. As soon as possible, the Customer is required to return to the Bank the cheques, promissory notes, payment orders.

### **7c. Dormant Account. Closure**

1. If there are no operations on the account for a period of 12 months, except for the debiting operations carried out by the Bank in relation to the bank fees/charges corresponding to products and services and, as applicable, the crediting operations of interest subsidized by the Bank, the Bank is entitled to close the Customer's accounts.
2. If the account balance is zero or debtor, the Bank may close the Customer's accounts without prior or subsequent notice to the Customer.

If the account records a credit balance, the Bank shall notify the Customer about the closure of the account, following the measure taken.

3. The Bank shall not notify the Customer about the transition of the account to the "dormant" state.

### **8. Limitation Period**

As a result of the termination of the contractual relationship, in any of the situations above, the Customer may request the Bank to refund the amounts that represented the credit balance within the legal limitation period. During this period, the amounts recorded in the balances of closed accounts shall be kept by the Bank at the disposal of the Customer, in special non-interest-bearing accounts. For keeping amounts in inactive accounts, the Bank may charge commissions. If the closure of the account was done at the initiative of the Bank, the limitation period is calculated from the date when the Customer was notified in this regard, at the last registered office notified to the Bank.

### **9. Charges. Fees. Interest. Costs. Exchange Rate**

- 9.1. For the products offered and for the services associated with the current account, the Bank applies the fees agreed with the Customer according to the "List of Rates and Fees" and specific documentation.
- 9.2. The Bank is authorized to debit the Customer's accounts, on the due date, automatically and without notice, with all amounts necessary to cover interest, commissions, fees and/or bank charges related to the operations carried out.
- 9.3. If there is no special agreement between the Bank and the Customer regarding commissions,



fees and/or charges, the Bank shall charge the standard commissions, fees and/or charges, valid at the time when the operation is performed, and which are set out in the "List of Rates and Fees". The Bank shall inform the Customer about the Bank's standard commissions, fees and/or charges upon the opening of the account.

The Bank may change the standard level of commissions, fees and/or charges and any other costs related to current accounts, current savings accounts and deposits, provided that it informs the Customer of the changes, by notifying the latter 15 days before applying the change.

**9.4.** Some transactions, involving the participation of other banks may generate additional costs, which shall be borne separately by the Customer.

**9.5.** The calculation of commissions, fees and charges in equivalent shall be done at the NBR exchange rate valid for the day of their registration in the accounting records.

**9.6.** The Bank may apply lower rates during promotional campaigns, and after the end of such campaigns it shall return to standard fees.

**9.7.** In business relationships with Customers, the Bank shall use its own interest rates, valid at the date and time when the operation is performed, based on the reference interest. These interest rates shall be displayed at the Bank's premises or on the web page. For the amounts that the Bank deems significant at the time when the operation is performed, the interest may be negotiated, on a case-by-case basis.

Any interest calculated on a daily basis on the amounts found in the Customers' current accounts, current savings accounts or deposits shall be determined according to the following formula:

$$D = \frac{Sc * Rd * Nz}{365}, \text{ where:}$$

**D** = calculated interest

**Sc** = liquidity found in the account (credit balance of the account)

**Rd** = interest rate in force corresponding to the calculation period, expressed as a percentage

**Nz** = number of calendar days

For current accounts and current savings accounts, interest is calculated on a daily basis on the account balance, and is registered on a monthly basis in the account on the first business day of the following month.

For other types of accounts, interest shall be paid by the Bank/Customer under the conditions and terms set out in the specific contracts concluded between the Bank and the Customer.

**9.8.** The interest subsidies are subject to the tax regulations in force.

**9.9.** For cross-border collection or payment operations, where the currency of the receiving account differs from the currency of the payment order, there are additional foreign exchange risks. For the amounts received in a currency other than the currency of the account, the Customer agrees that the Bank shall credit the existing account indicated by the IBAN mentioned in the payment instruction by the payer through the currency conversion of the amount received. The exchange rate used for this conversion shall be the one used by the Bank at the time when the transaction is performed.

**9.10.** For payment orders requiring or involving a currency exchange, the Customer expresses their consent to the exchange rate used in such transaction by filling in and signing the payment order/document.

## **B. Provisions concerning Payment Services**

### **1. Receiving and Executing Payment Instructions**

**1.1.** The Customer may instruct the Bank to perform payment operations from its current account, in their name and on their behalf, by filling in and signing the forms made available to them in the Bank's branches, by using the Internet Banking and/or Mobile Banking apps provided by the Bank, and by using security data, by card or by another method agreed by the parties under the specific documentation. The initiation of payments by the apps provided by the Bank may also be done by using a mobile telephone number of the payee, if third party services integrated in the Internet Banking and/or Mobile Banking apps are accepted and used (for example, the use of the AliasPay service provided by TransFond, etc.).

**1.2.** Payment instructions may be authorized by the Customer by using a payment instrument provided by the Bank or agreed upon between the Bank and the Customer.

**1.3.** Upon any access to the account, the Bank checks whether the request is instructed by the Customer. If the request is addressed in a branch, the Bank shall request from the Customer an identity document with a photo, as well as any other documents considered by the Bank as necessary in order to perform the transaction. If the account is accessed by using the card or the Internet Banking or Mobile Banking apps, the Bank shall assume that the request has been instructed by the Customer if security data are used.

"Security data" shall mean: (i) passwords, PINs, security codes and memorable data; (ii) biometric data (such as fingerprint, facial or voice ID); (iii) identification data set up by the Customer or provided by the Bank for telephone, Internet Banking or Mobile Banking.

**1.4.** The Customer (legal representative, proxy, card user, etc.) who holds a right to give instructions to the Bank shall ensure that the security data assigned to the former will not be given to any other person. Thus, the Customer is also informed hereby that the security data held are assigned to a single person and may not be made known to other authorized persons in relation to the Bank (legal representatives, proxies, etc.)

**1.5.** Before requesting the Bank to perform the payment operation, the Customer shall ensure that their instructions are clear, all data and information necessary to make the payment are correctly mentioned, and the amount necessary to process the payment is found in the account, including to cover the charges and fees charged by the Bank or third parties, if applicable.

**1.6.** The Bank shall make the payment based on the information provided by the Customer. If the information provided is incorrect, the Bank shall not be liable if the payment will not be made, is delayed or is made incorrectly.

**1.7.** The Bank shall be held responsible for the correct execution of payment orders according to the instructions received from the Customer, within the limits and under the conditions set forth in these GBC or in the specific documentation. The payment order shall be deemed to be correctly executed as far as the payee is concerned if the amount is transferred to the account with the IBAN code

specified by the Customer in the payment order, regardless of the accuracy of the other information submitted by the Customer. If the IBAN code provided by the Customer is incorrect, the Bank shall not be liable for the non-execution or defective execution of the payment operation.

**1.8.** If a payment has been executed incorrectly by the Bank, and the Bank cannot prove that the payment was executed according to the instructions received, or that the payment was received by the beneficiary's bank, without delay, the Bank shall credit the Customer's account either with the incorrectly debited amount, or with the debited excess in case of an excess payment.

**1.9.** In certain situations, the amount to be credited to the beneficiary's account may be lower than the amount paid, caused by external factors, such as, without limitation: fees charged by intermediary banks, exchange rate differences, etc.

**1.10.** For cross-border payments, it is possible for the Bank to use the services of a correspondent bank or a bank in the country where the payment is sent.

**1.11.** The Bank has the right to apply financial or other limits to payment orders given by the Customer. The Bank shall provide the Customer with information on financial or other limits regarding payment orders, by specific documents.

**1.12.** In order to comply with the legal obligation of continuously monitoring the relationships with its Customers, the Bank may postpone and/or suspend the execution of any transaction ordered by the Customer/proxy, in situations where it deems as necessary an additional examination thereof or the receipt of supporting documents/information from the Customer. The Customer/proxy shall be informed about the execution of the transaction by the statement of account.

**1.13.** The collection and payment operations in foreign currency shall be executed in compliance with the legal provisions in force. With regard to the notion of "resident" and "non resident", for the purpose of foreign currency operations, the provisions of the Currency Regulation shall be considered, and for tax purposes, those of the applicable law.

## **2. Refusal to Execute the Customer's Payment Instructions**

**2.1.** The Bank may refuse to execute any orders, instructions, statements and communications submitted to the Bank, or refuse to accept a payment if in the reasonable opinion of the Bank:

- (a) the signature on them does not comply with the signature specimen submitted by the Customer or proxy on the special form provided by the Bank;
- (b) there are suspicions regarding the unauthorized use of the credentials used by the Customer or the proxy to access and/or use the Bank's apps;
- (c) the elements necessary for their execution are not clear or are incomplete, feature alterations, are not filled in, or do not meet the requirements that apply to such service or product;
- (d) if there are insufficient funds in the account;
- (e) The Bank could breach a law, regulation or other duty applicable thereto, such as, without limitation, account freezing measures ordered by an authority (garnishment, seizure, etc.), a payment made to or from persons or countries subject to restrictive measures etc.;
- (f) the information and/or supporting documents expressly requested by the Bank are not provided within the specified deadline.

**2.2.** Provided that the Customer's account is frozen or restricted under the conditions of Chapter II, Paragraph A, point 6. Freezing the Accounts, the Bank may request the Customer to confirm in a

manner acceptable to the Bank, payment orders or other payment instructions or for other reasons, if any of the situations listed in Chapter II, Paragraph A, point 6. Freezing the Accounts becomes relevant.

**2.3.** Unless there are no legal restrictions preventing the Bank from communicating to the Customer the reasons for refusal, the Bank shall inform the Customer as soon as possible about the refusal to execute the payment order and, if possible, the reasons for the refusal, as well as any remedies for the errors in the payment instructions.

**2.4.** The Bank may not be held liable if there was a reasonable reason to refuse a payment, and it acted reasonably and in compliance with the provisions of this paragraph. The Bank may not be held responsible if a third party refuses to collect the payment, or if a card is not accepted for payment. The Bank may not be held responsible for any fluctuation in exchange rates if the operations are performed in different currencies.

**2.5.** A payment order, the execution of which has been refused by the Bank is deemed not to have been received.

### **3. Execution Term**

If no legal or contractual restrictions are imposed with regard to the Customer's accounts, the Bank shall carry out the processing and settlement of payment operations according to the Cut-off Time for receiving instructions, and the maximum term for the execution of operations, as such are set by the "Cut-off Time for receiving instructions, and the maximum term for the execution of operations" communicated to the Customer upon the initiation of the business relationship or as such are amended periodically by the Bank and published on the Bank's web page.

### **4. Withdrawal/Revocation or Variation of Instructions**

**4.1.** The Bank cannot change or cancel a payment order/payment instruction once it has received it, such as cash withdrawal using the debit card, online transfers or debit card payments. In order to recover the amounts paid, the Customer may address the person to whom the payment was made for the refund of the amount of money. The payer may withdraw their consent at any time, but not later than the time of irrevocability.

**4.2.** The Bank may contact the payee's bank, in the name and on behalf of the Customer, usually within 3 business days, to try to recover the amount of money claimed. If the amount of money cannot be recovered, the Bank may provide to the Customer, at their request, the necessary information to be able to initiate a legal action.

**4.3.** Recurring or future payments can be cancelled no later than 5:00 p.m. on the bank business day preceding the day set for execution. If the revocation of a payment is nevertheless possible later, the Bank reserves the right to charge the Customer a revocation fee.

### **5. Non-Execution or Incorrect Execution of Operations**

**5.1.** If a payment from the account has not been authorized, the Customer must immediately notify the Bank. Unless the Customer is not entitled to be refunded the amount of money, the Bank shall refund the payment that was not authorized.

**5.2.** If there are reasonable grounds for the Bank to believe that there is no right to reimbursement at the time of the Customer's request, the Bank may request any information or documents before

refunding the amount of money.

**5.3.** The Customer shall remain liable:

- (a) for all the payments made from their bank account, if they have acted fraudulently;
- (b) if, deliberately or negligently, they have failed to keep the payment instrument and passwords or PIN secure;
- (c) for any payments taking place before notifying the Bank that the payment instrument has been lost or stolen.

**5.4.** If Bank refunds an unauthorized payment transaction and reasonably determines that such payment transaction was unauthorized, as a result of the Customer's negligence, intentional failure to fulfil obligations or fraud, the Customer acknowledges and agrees that the Bank may reverse any such reimbursement credited to their account.

**5.5.** If the Customer denies that they have authorized a payment operation that was executed or claims that the payment operation was not correctly executed, the Bank shall have the right to carry out checks to prove that the payment operation was authorized, authenticated, correctly recorded, entered into the accounts and was not affected by any technical malfunction or other deficiencies, and may request additional information and documentation in this regard. The Customer's refusal to cooperate entitles the Bank not to honor the former's requests.

**5.6.** For payments, if following the checks made by the Bank it is found that a payment operation has not been authorized, the Bank shall reimburse the Customer the amount corresponding to the unauthorized payment operation and, if applicable, shall restore the debited account to the situation in which it would have been if the unauthorized payment operation had not been made.

**5.7.** The Customer shall not be liable for unauthorized payments after they have notified the Bank about the loss, theft or unauthorized use of the card - unless the Bank can prove that they have acted fraudulently.

**5.8.** The Bank may only refuse a refund if it can prove that the transaction was authorized by the Customer, or the payment reached another person or is delayed because the Customer provided incorrect or incomplete details.

**5.9.** The Customer must inform the Bank about an unauthorized or incorrect payment within 13 months of making the payment. If the Bank is not informed within the afore-mentioned deadline, the Customer shall lose any right to reimbursement.

## **C. Provisions Related to Cards**

### **1. General Terms of Use**

For the transactions performed through POSs, transactions performed through merchants' web pages, and for cash withdrawals from ATMs/POSs, the Bank provides its Customers with cards attached to current accounts in RON and/or foreign currency.

### **2. Card Issuance**

**2.1.** Card issuance is done based on the Customer's Request, expressed through the specific forms provided by the Bank.

**2.2.** The Customer may request, by the Card Issuance Application, the issuance of any cards, issued on the name of card users, entitling the card user to dispose of the funds in the Customer's current account that the card is attached to.

**2.3.** The Card Issuance Application must also be signed by the card user.

**2.4.** Both the card to be issued, and the other cards that will be issued later to replace or renew the original card, in compliance with these provisions, shall be delivered to the card user through the Bank's branches or by courier service, to the correspondence address declared by them.

**2.5.** The card remains at the disposal of the Main or Additional card User, at the Bank's locations, for a period of 30 (thirty) calendar days from the date of issue. If within this period the Card is not taken over from the Bank, it will be destroyed, with the corresponding application of the issuance fee, if applicable, or the administration fee for the first month of Card using, by debiting the Card Account, and the Bank cannot be held liable in any way.

### **3. Obtaining PIN Code and Card Activation**

**3.1.** For security reasons, the card is issued inactive.

**3.2.** To obtain the PIN code, the Main or Additional Card User will send an SMS from the telephone number declared to the Bank with the code written in the welcome letter accompanying the Card, to the telephone number mentioned therein. The Processor will send the PIN Code by SMS to the telephone number declared to the Bank by the Main or Additional Card User. The PIN may be changed at any time only at the ATM terminals belonging to the Bank. The PIN belongs exclusively to the card in question, having a personal and confidential nature, and the entering thereof when performing an operation represents the irrevocable consent of the card user to perform such operation. To validate the PIN, the card user must make the first transaction at any ATM.

**3.3.** The Code written in the welcome letter is valid for 30 days from the date of issuance of the Card. In the case the PIN code is not requested during this period and the Main or Additional Card User wishes to generate a new PIN Code, the PIN Code regeneration fee will be charged in accordance with the provisions of the "List of fees and commissions applicable to Individuals, in force.

**3.4.** In order to validate the PIN Code and activate the Card, the Main or Additional Card User must make the first transaction (financial or non-financial) at any ATM.

**3.5.** Upon the issuance, the card is unblocked for transactions made online, and the card user may request its blocking for online transactions at any time.

**3.6.** All cards issued by the Bank are automatically enrolled in the 3D Secure system.

#### **4. Card Usage**

**4.1.** With the card, the following types of operations can be performed:

- (a) purchases at any merchant in possession of POSs displaying the logo found on the card (Mastercard), in the country or abroad;
- (b) cash withdrawals from any ATM/POS displaying the logo found on the card (Mastercard), in the country or abroad;
- (c) mail order/telephone order transactions;
- (d) online transactions, such as e-commerce, on the Internet;
- (e) top-up transactions (money transfer using the card issued by the Bank to transfer own funds to another account or card opened/issued by another financial institution);
- (f) balance queries at the Bank's ATMs;
- (g) obtaining the mini-statement of account from the Bank's ATMs, etc.

**4.2.** The card must not be used for any illegal purpose, including the purchase of goods or services prohibited by the law.

**4.3.** The card may be used within the number and amount limits communicated by the Bank under the document "Daily Card Transaction Limits", provided to the Card Users at the premises of the branches or on the Bank's web site.

**4.4.** The Bank may change the daily card transaction standard limits at any time, informing the Customer accordingly by displaying the document at the premises of the branches or on the Bank's web site.

**4.5.** The Customer may request the Bank, for a certain period of time, to increase or decrease the usage limits above/below the standard values, at the premises of the branches or by calling the Customer Service at the phone numbers indicated on the back of the card, from Monday to Friday, between 9:00 a.m. and 5:00 p.m.

#### **5. Authorization of Transactions**

##### **5.1. Authorization of ATM Transactions**

ATM transactions are authorized by the card user by entering the PIN related to the card.

##### **5.2. Authorization of POS Payment Transactions with Contact**

Payments with contact at the POS are authorized by the card user by entering the PIN related to the card.

##### **5.3. Contactless Authorization of POS Payment Transactions**

The contactless authorization of payments is done as follows:

- (a) Automatically, via the contactless technology and the information on the card chip, when:
  - the value of the transaction is less than RON 100 on the territory of Romania, and EUR 50 in the EEA, respectively, and the limit set by another country on whose territory the transaction is performed, respectively;
  - the number of consecutive contactless transactions does not exceed 5 transactions.
- (b) By the card user entering the PIN at the POS terminal, when:

- the value of the transaction is higher than RON 100 on the territory of Romania, and EUR 50 in the EEA, respectively, and the limit set by another country on whose territory the transaction is performed, respectively;
- the number of consecutive contactless transactions exceeds 5 transactions.

#### **5.4. Authorization of Payment Transactions on the Internet, 3D Secure:**

3D Secure payments are made using strong customer authentication (SCA), as follows:

- (a) Through mobile apps intended for smartphones with IOS or Android operating system, authorization using:
  - biometrics (Touch ID, Face ID), for access to the app, and for the actual authorization of the transaction;
  - phone unlock code (if, according to the option of the card user, the biometrics function is not enabled), for access to the app, and for the actual authorization of the transaction.
- (b) By the 2-factor authentication method, if the card user does not have the possibility to use mobile apps, as follows:
  - First factor: static password (rule);
  - Second factor: OTP SMS.

### **6. Settlement of Transactions**

#### **6.1. For cards issued in RON:**

- (a) transactions performed on the territory of Romania (in RON) will be settled from the current card account with the value in RON of the operations performed.
- (b) transactions performed abroad, involving payment to merchants whose accepting bank (i.e., the bank where the merchant's account is opened) is outside Romania, will be settled in EUR. These transactions will be recorded on the card account, and for this purpose the following operations shall be performed:
  - currency exchange between the currency of the original transaction and the settlement currency (EUR), which will be processed by Mastercard, at its exchange rate on the day when the transaction was performed;
  - currency exchange between the settlement currency (EUR) and the currency of the card account (RON), which will be processed by the Bank using the sale exchange rate for transactions through the exchange office on the settlement date, with the Bank being empowered to do so by these GBC. The above-mentioned exchange rate is displayed on the official web site of the Bank.

#### **6.2. For cards issued in EUR:**

- (a) transactions performed on the territory of Romania (in RON) will be settled from the current card account with the value in EUR of the operations performed, which will be processed by the Bank using the exchange rate at purchase for transactions through the exchange office on the settlement date, with the Bank being empowered to do so by these GBC. The above-mentioned exchange rate is displayed on the official web site of the Bank.
- (b) transactions performed abroad, involving payment to merchants whose accepting bank (i.e., the bank where the merchant's account is opened) is outside Romania, in EUR, will be settled from the card current account with the value in EUR of the operations performed.



- (c) transactions performed abroad, in a currency other than RON or EUR, involving payment to merchants whose accepting bank (i.e., the bank where the merchant's account is opened) is outside Romania, will be settled in EUR. These transactions will be recorded on the card account, and for this purpose the currency exchange between the currency of the original transaction and the settlement currency (EUR) will be done, which will be processed by Mastercard, at its exchange rate on the day when the transaction was performed.
- 6.3.** For transactions ordered via the virtual environment - internet, the currency used by the merchant to submit the transaction for authorization/settlement (through the accepting bank) to Mastercard may differ from the one displayed on merchants' sites.
- 6.4.** In the case of online transactions, the currency used by the merchant to transmit the transaction for authorization/settlement (through the accepting bank) to Mastercard/Visa may be different from the one displayed on the merchants' website.
- 6.5.** E-commerce or top-up transactions, processed by accepting banks outside Romania, are considered to be international transactions and, consequently, the settlement is made through the international channel in EUR.
- 6.6.** The exchange rate charged by Mastercard can be viewed on its web pages, under the dedicated section.

## **7. Rights of the Bank**

- 7.1.** The Bank reserves the right to reject the application for the issuance of a card, without providing the Customer with the reason for the refusal.
- 7.2.** The Card is the property of the Bank, and can only be picked up and used by the card user, who has no right to transfer it to any other person.
- 7.3.** The Bank reserves its right to change the daily card transaction limits, without prior notice, and will inform the customer about these changes through the mutually agreed channels, in accordance with its internal policy and regulations in force.
- 7.4.** The Bank is entitled to block the card and/or refuse to authorize a transaction with the card and/or withdraw or suspend the use of the card and/or refuse to issue a new card or replace the card under the conditions set out in the GBC. The Bank informs the Customer about this decision by sending a notification in the manner agreed with the Customer as soon as possible (without the latter being relieved of financial liability for card transactions), and in case of providing false data to the Bank, committing fraud or in case of suspicion of fraud or other objectively justified reasons, such as, without limitation: alerts received through the Mastercard system, suspicions about the possibility of copying the card (fraudulent cloning of the card) or knowledge of the PIN by other persons, suspicion of unauthorized or fraudulent use of the card, the Bank shall not notify the Customer in advance.
- 7.5.** The Bank shall inform the Customer in relation to the blocking of the card, as well as the reasons for such blocking immediately after blocking the card, unless the provision of such information affects objectively justified security reasons, or if the disclosure is prohibited by other legal provisions. The Bank shall proceed to unblock the Card as soon as the reasons that have led to the blocking of the instrument cease to exist.
- 7.6.** The Bank accepts no responsibility for damages caused to the Customer by the card user.

**7.7.** The Bank shall automatically debit the current account attached to the card with (i) the equivalent value of the transactions performed with the card, (ii) the charges and fees applicable to legal entities, charged by the Bank for the use of the card, (iii) the premiums of insurance services attached to the card, if applicable, as well as (iv) the equivalent value of other products and services contracted by the Customer from the Bank, with the Customer expressly expressing their agreement and mandating the Bank to perform such operations, with the execution of the Card Agreement.

**7.8.** The Bank may not be held responsible for any limitation on the card usage applied by another accepting bank.

**7.9.** Any operation leading to unauthorized overdraft shall be notified by the Bank by means of the following monthly statement of account, and must be covered by the Customer by paying such amounts, within maximum 5 days from the date of communication of the monthly statement of account by the Bank. During the period of existence of the unauthorized overdraft, the Bank shall charge, until full payment by the Customer, the penalty interest applicable to the amounts representing unauthorized overdraft, in compliance with the provisions of the "List of Rates and Fees Applicable to Economic Entities". During the period of existence of the unauthorized overdraft, the Bank may suspend the use of the card. After the full coverage of the value of the unauthorized overdraft and the related interest calculated by the Bank, the card will become functional again, under normal conditions.

**7.10.** The Bank shall not be liable to the Customer for the late debiting of transactions, if this delay is due to factors beyond the Bank's control (for example, without limitation: delays due to merchants or financial institutions in transmitting the transactions for settlement, delays due to national or international communication problems, etc.).

## **8. Obligations of the Bank**

**8.1.** After accepting the Card Issuance Application, if applicable, according to the Customer's option expressed in the application, the Bank will open a current account with card attached on the Customer's name.

**8.2.** The Bank will block the card notified by the Customer/card user as lost/stolen, immediately after the time this is announced by the Customer/card user.

**8.3.** Upon request, the Bank will replace the card declared in writing by the Customer/card user as lost/stolen or damaged/demagnetized or which needs to be modified as a result of a name change, and the Customer agrees to pay the card reissue fee.

**8.4.** The Bank shall assume the risk for the amounts traded via the card for the value of the transactions initiated after the time the Customer/card user has announced the loss, theft, destruction, blocking, compromise, malfunction of the card or the possibility that there may be a copy of it or that unauthorized persons may know the PIN/personalized security elements. For transactions made prior to this time, the Customer and the card user shall remain fully responsible according to the provisions below.

**8.5.** The Bank shall not be liable for any damages arising from the unauthorized use of the card if the Customer/card user have acted fraudulently or did not comply with their contractual obligations regarding the card, intentionally or by gross negligence.

**8.6.** The Bank shall notify the Customer about the expiry date of the card, 30 days before its expiry,

in order to obtain the agreement for reissue. Should the Customer request the renewal of the card, the Bank shall proceed to reissue a new card. The reissue of the card will not be done automatically by the Bank.

## **9. Rights of the Customer/Card User**

- 9.1.** The Customer has the right to be informed, upon request, about the status of the account corresponding to the card, including the operations performed by the Card User.
- 9.2.** The Customer has the right to cancel the right of use of any Card User by an express request addressed to the Bank.
- 9.3.** The Customer/Card User has permanent access to the Customer Service in order to request, based on the password or personal identification data, the blocking of the card in case of loss/theft or damage, and to obtain information about their card/account, as applicable.
- 9.4.** The Card User has the right to use the liquidities found in the current account attached to the card, liquidities and/or operations that may be limited by the Customer, according to the Daily Transaction Limit Change Application.
- 9.5.** The Card User is not entitled to request the termination of the Card Agreement.
- 9.6.** The Card User may only request from the Bank information on their own card transactions.

## **10. Obligations of the Customer/Card User**

- 10.1.** The Customer has the obligation to inform the Card User of their obligations and rights with regard to the use of the card.
- 10.2.** The Customer and the Card User are jointly and severally liable for the use of the card, according to the Card Agreement.
- 10.3.** Upon receiving the card, the Card User has the obligation to check its integrity and sign the acknowledgement of receipt.
- 10.4.** The Customer and the Card User have the obligation to only use the electronic payment instrument in compliance with the provisions of the Card Agreement, these GBC, as well as the applicable legal regulations in force.
- 10.5.** The Customer and the Card User have the obligation to exercise all due diligence to ensure the security of the card and personalized security elements (PIN, card identification number, card expiry date, CVV/CVC code, etc.). In this regard, they have the obligation not to disclose to a third person the PIN, other identification code and/or password or any other confidential information.
- 10.6.** The loss or theft of the card must be immediately notified by phone to the Customer Service, at the telephone number +40 21 202 69 99, available 24 hours a day, 7 days a week.
- 10.7.** In case of loss, theft, damage or blocking of the card, registration in the Customer's account of transactions unauthorized by the latter or by the Card User, any errors or irregularities arisen as a result of the Bank managing the account, suspicions about the possibility that the card may have been copied, or that third parties may know the PIN/password, or in case of finding any card malfunctions, following the urgent notification of the Customer Service by phone, the Customer and/or the Card User have the obligation to subsequently notify the Bank in writing. Until the time when they notify the Bank, the Card User shall retain full responsibility for all the transactions performed via the lost/stolen card, and shall bear all losses related to such transactions up to the limit of the equivalent

in RON of the amounts set out by the banking regulations in force, depending on the nature of the security elements used and the situations in which it was lost, stolen or used without right, according to the legislation in force, up to the amount of EUR 30, or the equivalent in RON. The liability of the Customer regarding the coverage of losses is full and joint if it is proven that the Card User have acted negligently, and/or in a fraudulent manner.

**10.8.** When purchasing goods and services, the Card User must check the content of the receipts for such transactions. A completed transaction (already entered into the settlement circuit) cannot be revoked/cancelled by the card user.

**10.9.** The Customer expressly authorizes the Bank to debit any account opened on their name with the Bank for the recovery of payment obligations resulting from commercial transactions made with the card, commissions, execution expenses, and if the account does not have sufficient liquidities, the afore-mentioned amounts shall be collected with priority over other debits of the Customer, in compliance with the exceptions laid down by the law. In this regard, the Customer authorizes the Bank to perform any currency exchange from its liquidity using its own quotations so as to settle the amounts found in the banking circuit, as well as the related charges and fees. In these cases, the currency exchange shall be done without the need for another agreement from the Customer, for each case, and without the latter filling in the forms necessary for performing currency exchanges, respectively, with all the operations being performed on the basis of the mandate granted to the Bank under this clause.

**10.10.** The Customer and the card user have the obligation to provide in the Current Account Opening Application/Current Account Product Packages for Legal Entities/Card Issuance Application, a valid, individual and personal e-mail address and a personal telephone number valid on the territory of Romania that they have exclusive access to, in order to ensure the confidentiality of the information received on this channel from the Bank.

**10.11.** The provisions of CHAPTER I – The Customer’s Relationship with Bank Paragraph F. Legal Representatives. Conventional Proxies of these GBC also apply to the contractual relationship related to cards.

## **11. Challenging the Transactions**

**11.1.** If the Customer finds in the statement of account an unauthorized or incorrectly executed payment operation, which may generate complaints, they may notify this in writing to the Bank, without undue delay, but not later than 13 months from the debiting date, by filling in a challenge (with the possibility of using in this regard the standard form provided by the Bank). Otherwise, the Bank, in the absence of a notification, considers that the Customer has acknowledged and unconditionally accepted the transactions contained in such statement of account. The Bank shall initiate the specific procedures for refusal of payment, in compliance with the international Mastercard terms and procedures in force. Payment refusal procedures will be resolved in accordance with the rules of Card Organizations and mandatory legal regulations regarding the use of Cards. According to the Regulations of Card Organizations, disputes regarding challenged transactions must be initiated within a maximum period of 120 days from the date of highlighting the transaction on the account statement or from the date on which the Customer and/or the additional card user should have taken possession of the purchased good/service.

**11.2.** The Bank shall analyze the challenge and communicate to the Customer its response within the legal deadline, taking into account the time when it was registered with the Bank. This response may be an intermediate one, if investigations require extended terms, in compliance with the provisions of the Mastercard international regulations in force. In order to settle the challenge, the Bank may request additional documents from the Card User, who shall provide them within 3 business days from the time when the Bank has made the request.

**11.3.** The result of the analysis shall be communicated to the Customer within maximum 120 calendar days after the date when the payment refusal was initiated. If the challenge is settled in favor of the Customer, the Bank shall credit the account with the amount of the transaction.

**11.4.** If the challenge is not settled in favor of the Customer, the Bank shall justify the refusal to refund the amount. If the Bank finds that the Customer's refusal to pay was not justified, the Bank shall be authorized to debit the account that the card is attached to with the equivalent value of the fee for the unjustified refusal to pay set out in the "List of Rates and Fees Applicable to Legal Entities".

**11.5.** The value of compensation that the Bank is responsible for shall be determined in accordance with the legislation in force.

## **12. Card Suspension or Withdrawal**

**12.1.** The provisions of Chapter II, Letter A, points 6 and 7 of these GBC shall also apply "*mutatis mutandis*" to the suspension or withdrawal of the card.

**12.2.** The Agreement may be terminated by the Bank, without the obligation of any notification, upon the closure of the current account attached to the card, in case of non-compliance by the Customer and/or card user with the contractual obligations, or if the Bank considers that it is exposed to legal, reputational or operational risks as a result of the transactions performed by the Customer. In case of termination of the Card Agreement, the parties shall remain fully liable for fulfilling the obligations assumed and left unfulfilled at the date of termination of the Card Agreement.

**12.3.** In case of non-compliance by the Customer and/or Card User with any of the contractual obligations, incorrect/false personal data entry in the Current Account Opening Application/Current Account Product Packages/Card Issuance Application, the provision of any other false or incorrect information/documents, fraudulent operations by the Customer and/or Card User and/or their involvement in fraudulent activities or likely to bring risks within the banking system, the Bank may terminate the Agreement by operation of law, without notice and without any other prior notification or formality, judicial or extrajudicial, and without the intervention of the court.

**12.4.** If during the notice period or during the card blocking period, throughout the term of the Card Agreement or after the termination of the Card Agreement, the accepting merchants submit to the Bank for settlement commercial transactions previously performed by the Card User, the Customer undertakes to pay their equivalent value, brought to the attention by means of the statement of account indicating the amount to be paid and the deadline by which this payment must be performed.

## **D. Deposit Guarantee Information**

**1.** The Bank participates in the Bank Deposit Guarantee Fund. The deposits in the Bank's records

are guaranteed under the conditions and limits of the law, within the limit of the guarantee ceiling per depositor, and per credit institution.

2. Deposit Guarantee Information are made available to the Customer by the Bank through specific documentation and/or on the Bank's web page.

## **CHAPTER III – LENDING AND OTHER SERVICES PROVIDED BY THE BANK**

### **A. Lending Services**

#### **1. Loans**

**1.1.** The Bank may grant loans to its Customers according to its internal rules and procedures. Customers undertake to observe the intended use of loans, as well as the obligations and commitments undertaken towards the Bank according to the agreed lending documentation.

**1.2.** If the Bank grants a credit facility on the current account, the GBC shall be supplemented by the provisions of specific loan agreements.

#### **2. Securities**

**2.1.** The Customer is required to establish, at the request of the Bank, securities deemed adequate by the Bank for the fulfillment of the Customer's obligations towards the Bank, and to allow it to assume obligations on behalf of the Customer through various facilities granted thereto. If the security granted has become inadequate, the Customer is required to supplement or replace it upon request.

**2.2.** For real estate and/or movable securities established in favor of the Bank, the Customer shall carry out any disclosure formalities necessary to ensure their enforceability against third parties, including the formalities for renewing the entries in the related public registers.

**2.3.** All movable property, present and future, including cash liquidities in bank accounts, any property received by the Customer as a result of sale, exchange, processing, fruits and products, as well as amounts collected from insurance or other form of administration or disposal thereof, including amounts obtained from any other subsequent operations, which are or will come into the possession of the Bank, or of a third party acting on behalf of the Bank, by virtue of any title and in any form, from or for the benefit of the Customer, regardless of their title, and which, currently are or will become the property of the Customer, constitute the Bank's guarantee for any present or future obligations of the Customer towards the Bank.

### **B. SMS Info**

**1.** The Bank provides the Customer, in accordance with their option expressed in the specific documentation, with information (notifications) via SMS.

**2.** In order to receive SMS notifications, the purchase of the necessary mobile device is the exclusive responsibility of the Customer.

**3.** The Bank has no obligation related to the installation, maintenance, repair or set up of the mobile phone used by the Customer to receive SMS notifications.

**4.** The Customer mandates the Bank to send SMS for the operations selected under the specific documentation without the need for additional instructions.

5. If the SMSs are not received for any reason (for example: incorrect identification data, failure of the telephone provider to provide the service, etc.), except for the Bank's fault, the Customer shall still owe the fees related to the transmission of notifications.
6. The Bank accepts no liability for transmission errors that may occur, unless they are solely due to the Bank.
7. The Bank shall be liable, as far as the transmission of information is concerned, only for gross negligence or intentional misconduct with regard to the reception, transmission and execution of transactions.



## CHAPTER IV – FINAL PROVISIONS

### A. General Provisions

1. These General Business Conditions replace the previous General Business Conditions of the Bank and represent the Customer's acceptance to enter into or continue the business relationship with the Bank.
2. By accepting these GBC, the Customer acknowledges that the Bank has provided them with all documents and information necessary to understand the provisions of the GBC, agrees to assume the risk of error regarding the understanding of any provision of these GBC, as well as the fact that any clause of this Contract which, according to Art. 1203 of the Civil Code, could be qualified as an unusual clause, is expressly accepted, including the clauses on the limitation of liability, the right to unilaterally terminate the contract, the forfeiture of rights or benefit of the term, the limitation of the right to oppose exceptions, the tacit renewal of the contract, the applicable law, etc.
3. The chapters, subchapters and paragraphs contained in these GBC are for ease of reference, and do not define, impair or limit the purpose, provisions or intent of this contract.
4. The omission, in whole or in part, as well as any delay on behalf of the Bank to exercise any rights arising under these GBC, shall not be deemed to constitute a waiver by the Bank of the requirement and, under no circumstances, shall be presumed to be a tacit agreement of the Bank.

### B. Assignment. Novation. Transfer. Outsourcing.

1. The rights and/or obligations arising from these GBC, and the provisions of specific contracts may not be at any time subject to assignment/novation/transfer by the Customer, without the express agreement of the Bank.
2. The Bank may assign, transfer or use any mechanism for transferring the rights and/or obligations recognized by law, at any time, to any third party, at its sole discretion, any of its rights and/or obligations arising under the GBC and/or any other specific contract, and the Customer unconditionally agrees to any such assignment/transfer.
3. The Customer understands and agrees that, in certain cases, the Bank may decide, in compliance with the applicable legal provisions and without prior notice to or consent from the Customer, to outsource, in whole or in part, any banking service to third parties, such as, without limitation: payment processors, loan brokers, maintenance services, etc.

### C. Force Majeure and Unforeseeable Circumstances

1. None of the contracting Parties is liable for the non-fulfillment on time and/or the inadequate fulfillment of any obligation under this Contract, if the non-fulfillment or the inadequate fulfillment of such obligation was caused by force majeure/unforeseeable circumstances, as defined by the law.

2. The party invoking force majeure/unforeseeable circumstances is required to notify the other party, within maximum 5 (five) calendar days from the occurrence of the event, confirmed by a certificate from the Chamber of Commerce and Industry of Romania to be submitted to the interested party within maximum 15 (fifteen) calendar days, and to take all possible measures to limit the consequences thereof.
3. The obligations of the parties are suspended during the manifestation of the force majeure event/unforeseeable circumstances proven under the afore-mentioned conditions.
4. The termination of the force majeure event/unforeseeable circumstances must be notified to the other party within the same 5 (five)-day term, confirmed by a certificate from the Chamber of Commerce and Industry of Romania to be sent to the interested party within maximum 15 (fifteen) calendar days.

#### **D. Notifications**

1. Any requests, notifications, approvals, communications ("Notification") arising from the GBC and/or from contracts, documents and/or specific agreements concluded between the Bank and the Customer, unless otherwise provided in such documents, shall be made by the Bank at its sole discretion, by any of the following means of communication: i) in writing, by notification handed over in person or sent via courier/postal agent; ii) by SMS to the telephone number declared by the Customer in relation to the Bank; iii) by e-mail to the address declared by the Customer for correspondence purposes; iv) by message posted within Mobile Banking and/or Internet Banking apps; v) by display at any branch; vi) on the Bank's web page; vii) by any other means agreed upon between the Bank and the Customer.
2. For any communication of a Notification to the Customer, in accordance with point 1 above, the Bank shall use the contact details (name, headquarters or correspondence address, telephone number, e-mail address, etc.) communicated by the Customer under the Account Opening Application or the data as updated through the data update form or through other means of remote communication and identification provided by the Bank.
3. Notifications handed over in person to Customers are deemed received on the date of the handover. Notifications sent to Customers by letter are deemed received by them within 5 (five) business days from the date mentioned on the stamp of the dispatching post office on the transmission slip, and on the transmission slip of the courier company, respectively. Notifications sent to Customers via SMS or e-mail are deemed received by them on the date when the SMS was sent, and on the date when the electronic mail was sent to the Customer, respectively.
4. The correspondence sent by the Bank to the Customer to the registered office or correspondence addresses, e-mail addresses, telephone numbers communicated by the Customer to the Bank shall be deemed communicated, even if it has not actually come to the knowledge of the Customer as a result of: i) failure to transmit correspondence by the person who is at the registered office/correspondence address communicated by the Customer to the Bank or; ii) changes in the relevant correspondence details of the Customer and not notified to the Bank.
5. Any correspondence sent by the Bank to the Customer by post or courier to the last address

declared to the Bank, and returned as unsorted as a result of the Customer's failure to notify the Bank of any change in the declared details shall be deemed as having been sent on the date written on the envelope by the post office/courier company as returned. Furthermore, the Bank shall be deemed to have fulfilled its notification obligations in case the correspondence is returned or the Notification is not received, if the Customer refuses or avoids receiving the correspondence or does not make the necessary efforts to pick it up from the post office.

6. Any Notification or other communication shall be sent by the Customer to the Bank to the branch where the former has the account open. Any Notification sent to the Bank by the Customer shall only become effective from the time of receipt by the Bank. Any Notice or other communication received on a non-bank and/or non-business day or received after 2:30 p.m. on a bank business day shall be deemed received on the following bank business day.

7. The Customer can also contact the Bank by mail at the registered office in 30-32 Daniel Danielopolu Street, 7th floor, 1st District, Bucharest, Romania, by telephone contact, at the dedicated phone numbers, mentioned on the Bank's web page or via e-mail at [contact@techventures.bank](mailto:contact@techventures.bank) or [reclamatii-sugestii@techventures.bank](mailto:reclamatii-sugestii@techventures.bank). The provisions of point 6 above remain applicable.

8. If the Bank is contacted over the phone for identification, it may request certain information (such as answers to questions) known only to the Customer.

9. The Bank will never ask the Customer to provide a complete PIN, password, access code or code generated by an app. If the Customer is contacted and is asked for such information, they must refuse to provide the information requested, hang up and contact the Bank at one of the telephone numbers made available on the site.

10. The Bank is not liable to the Customer for inconveniences that may occur once any letters/notifications have been sent to the Customer, likely to prevent or delay their communication and which are not due to the Bank's fault (e.g., postal strike, loss of letters, and technical errors in case of messages sent by electronic means of communication, respectively).

11. The Bank shall make sure it submits Notifications only to communication channels (correspondence address, e-mail address, telephone number, etc.) declared by the Customer through specific forms. The Customer undertakes that by declaring to the Bank communication channels that several/also other persons have access to (such as a shared email address or a shared mobile phone number), they shall also be able to access the information submitted by the Bank.

## **E. Documents Submitted**

1. The language of communication between the Customer and the Bank is Romanian.
2. The Bank is not required to accept any document issued in a language other than Romanian, unless otherwise stipulated in a different contractual documentation concluded with the Customer.
3. The Bank may request that the documents which are not issued on Romanian territory be provided with apostille or, as the case may be, superlegalized.
4. Documents written in foreign languages shall be submitted to the Bank together with their translation into Romanian and the legalization by a notary of the signature of the authorized translator.

## **F. Applicable Law. Complaints. Disputes.**

1. The relationships between the Bank and the Customer are governed by the Romanian law.
2. To any complaint, claim/petition formulated by the Customer in one of the ways agreed under points 6 and 7 of paragraph D, above, the Bank shall respond within the deadlines and under the conditions laid down by special laws or within a reasonable timeframe, if the law does not impose a certain deadline for response.
3. Disputes between the parties shall be settled amicably. When this is not possible, the entities competent to settle such disputes shall be courts of law, according to the legislation in force.
4. In order to amicably settle any disputes and without prejudice to the Customer's right to initiate legal actions against the Bank for the breach of the legal provisions on payment services, the Customer may resort to extrajudicial dispute resolution procedures, including the mediation procedure according to the legal provisions governing the mediation and organization of the mediator profession or may notify the National Agency for Fiscal Administration, and the National Bank of Romania, respectively, as applicable.



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